

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended September 30, 2018

OR

☐ Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission file number: 001-12935



DENBURY RESOURCES INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

**5320 Legacy Drive,
Plano, TX**

(Address of principal executive offices)

20-0467835

(I.R.S. Employer Identification No.)

75024

(Zip Code)

Registrant's telephone number, including area code:

(972) 673-2000

Not applicable

(Former name, former address and former fiscal year, if changed since last report)

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

(Do not check if a smaller reporting company)

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class

Outstanding as of October 31, 2018

Common Stock, \$.001 par value

460,546,469

Denbury Resources Inc.

Table of Contents

	Page
PART I. FINANCIAL INFORMATION	
Item 1.	Financial Statements
	Unaudited Condensed Consolidated Balance Sheets as of September 30, 2018 and December 31, 2017 3
	Unaudited Condensed Consolidated Statements of Operations for the Three and Nine Months Ended September 30, 2018 and 2017 4
	Unaudited Condensed Consolidated Statements of Cash Flows for the Nine Months Ended September 30, 2018 and 2017 5
	Unaudited Condensed Consolidated Statement of Changes in Stockholders' Equity for the Nine Months Ended September 30, 2018 6
	Notes to Unaudited Condensed Consolidated Financial Statements 7
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations 19
Item 3.	Quantitative and Qualitative Disclosures about Market Risk 38
Item 4.	Controls and Procedures 40
PART II. OTHER INFORMATION	
Item 1.	Legal Proceedings 41
Item 1A.	Risk Factors 41
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds 42
Item 3.	Defaults Upon Senior Securities 42
Item 4.	Mine Safety Disclosures 42
Item 5.	Other Information 42
Item 6.	Exhibits 43
	Signatures 44

Table of Contents

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Denbury Resources Inc.
Unaudited Condensed Consolidated Balance Sheets
(In thousands, except par value and share data)

	September 30, 2018	December 31, 2017
Assets		
Current assets		
Cash and cash equivalents	\$ 66,711	\$ 58
Accrued production receivable	163,475	146,334
Trade and other receivables, net	43,495	45,193
Other current assets	14,504	10,670
Total current assets	<u>288,185</u>	<u>202,255</u>
Property and equipment		
Oil and natural gas properties (using full cost accounting)		
Proved properties	10,977,038	10,775,792
Unevaluated properties	976,378	951,397
CO ₂ properties	1,194,133	1,191,058
Pipelines and plants	2,299,699	2,286,047
Other property and equipment	286,443	339,218
Less accumulated depletion, depreciation, amortization and impairment	<u>(11,477,873)</u>	<u>(11,376,646)</u>
Net property and equipment	4,255,818	4,166,866
Other assets	<u>100,014</u>	<u>102,178</u>
Total assets	<u>\$ 4,644,017</u>	<u>\$ 4,471,299</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable and accrued liabilities	\$ 201,373	\$ 177,220
Oil and gas production payable	72,824	76,588
Derivative liabilities	125,354	99,061
Current maturities of long-term debt (including future interest payable of \$102,181 and \$75,347, respectively – see Note 4)	126,884	105,188
Total current liabilities	<u>526,435</u>	<u>458,057</u>
Long-term liabilities		
Long-term debt, net of current portion (including future interest payable of \$190,410 and \$241,472, respectively – see Note 4)	2,693,424	2,979,086
Asset retirement obligations	174,761	165,756
Derivative liabilities	13,570	—
Deferred tax liabilities, net	249,264	198,099
Other liabilities	<u>23,379</u>	<u>22,136</u>
Total long-term liabilities	<u>3,154,398</u>	<u>3,365,077</u>
Commitments and contingencies (Note 7)		
Stockholders' equity		
Preferred stock, \$.001 par value, 25,000,000 shares authorized, none issued and outstanding	—	—
Common stock, \$.001 par value, 600,000,000 shares authorized; 462,462,855 and 402,549,346 shares issued, respectively	462	403
Paid-in capital in excess of par	2,680,899	2,507,828
Accumulated deficit	(1,707,591)	(1,855,810)
Treasury stock, at cost, 1,893,882 and 457,041 shares, respectively	<u>(10,586)</u>	<u>(4,256)</u>
Total stockholders' equity	963,184	648,165
Total liabilities and stockholders' equity	<u>\$ 4,644,017</u>	<u>\$ 4,471,299</u>

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

Table of Contents

Denbury Resources Inc. Unaudited Condensed Consolidated Statements of Operations (In thousands, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Revenues and other income				
Oil, natural gas, and related product sales	\$ 379,628	\$ 259,030	\$ 1,095,214	\$ 776,088
CO ₂ sales and transportation fees	8,149	6,590	22,416	18,533
Other income	7,196	939	17,640	8,576
Total revenues and other income	394,973	266,559	1,135,270	803,197
Expenses				
Lease operating expenses	122,527	117,768	361,267	342,926
Marketing and plant operating expenses	12,427	11,816	36,400	39,758
CO ₂ discovery and operating expenses	708	1,346	1,670	2,452
Taxes other than income	27,344	20,233	81,897	62,848
General and administrative expenses	21,579	27,273	61,223	81,303
Interest, net of amounts capitalized of \$9,514, \$9,416, \$26,817 and \$22,217, respectively	18,527	24,546	51,974	75,785
Depletion, depreciation, and amortization	51,316	52,101	156,711	154,448
Commodity derivatives expense (income)	44,577	25,263	189,601	(9,712)
Other expenses	1,933	—	7,241	—
Total expenses	300,938	280,346	947,984	749,808
Income (loss) before income taxes	94,035	(13,787)	187,286	53,389
Income tax provision (benefit)	15,616	(14,229)	39,067	17,018
Net income	<u>\$ 78,419</u>	<u>\$ 442</u>	<u>\$ 148,219</u>	<u>\$ 36,371</u>
Net income per common share				
Basic	\$ 0.17	\$ 0.00	\$ 0.35	\$ 0.09
Diluted	\$ 0.17	\$ 0.00	\$ 0.33	\$ 0.09
Weighted average common shares outstanding				
Basic	451,256	392,013	426,036	390,448
Diluted	458,450	393,023	455,934	392,625

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

Table of Contents

Denbury Resources Inc. Unaudited Condensed Consolidated Statements of Cash Flows (In thousands)

	Nine Months Ended September 30,	
	2018	2017
Cash flows from operating activities		
Net income	\$ 148,219	\$ 36,371
Adjustments to reconcile net income to cash flows from operating activities		
Depletion, depreciation, and amortization	156,711	154,448
Deferred income taxes	42,741	35,846
Stock-based compensation	8,711	12,215
Commodity derivatives expense (income)	189,601	(9,712)
Payment on settlements of commodity derivatives	(149,738)	(38,618)
Debt issuance costs	4,980	4,801
Other, net	(7,066)	(112)
Changes in assets and liabilities, net of effects from acquisitions		
Accrued production receivable	(17,140)	3,590
Trade and other receivables	139	(13,604)
Other current and long-term assets	(4,467)	(4,734)
Accounts payable and accrued liabilities	27,435	(22,736)
Oil and natural gas production payable	(3,764)	(10,848)
Other liabilities	(2,832)	(4,048)
Net cash provided by operating activities	393,530	142,859
Cash flows from investing activities		
Oil and natural gas capital expenditures	(210,504)	(197,982)
Acquisitions of oil and natural gas properties	(151)	(91,124)
Pipelines and plants capital expenditures	(19,134)	(1,479)
Net proceeds from sales of oil and natural gas properties and equipment	7,308	1,412
Other	5,749	(4,638)
Net cash used in investing activities	(216,732)	(293,811)
Cash flows from financing activities		
Bank repayments	(1,943,653)	(1,188,000)
Bank borrowings	1,468,653	1,382,000
Interest payments treated as a reduction of debt	(37,233)	(25,139)
Proceeds from issuance of senior secured notes	450,000	—
Cost of debt financing	(15,933)	(341)
Pipeline financing and capital lease debt repayments	(18,353)	(20,523)
Other	(13,288)	1,603
Net cash provided by (used in) financing activities	(109,807)	149,600
Net increase (decrease) in cash, cash equivalents, and restricted cash	66,991	(1,352)
Cash, cash equivalents, and restricted cash at beginning of period	15,992	17,050
Cash, cash equivalents, and restricted cash at end of period	\$ 82,983	\$ 15,698

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

Table of Contents

Denbury Resources Inc. Unaudited Condensed Consolidated Statement of Changes in Stockholders' Equity (Dollar amounts in thousands)

	Common Stock (\$.001 Par Value)		Paid-In Capital in Excess of Par	Retained Earnings (Accumulated Deficit)	Treasury Stock (at cost)		Total Equity
	Shares	Amount			Shares	Amount	
Balance – December 31, 2017	402,549,346	\$ 403	\$ 2,507,828	\$ (1,855,810)	457,041	\$ (4,256)	\$ 648,165
Issued or purchased pursuant to stock compensation plans	4,663,554	4	(4)	—	—	—	—
Issued pursuant to notes conversion	55,249,955	55	161,949	—	—	—	162,004
Stock-based compensation	—	—	11,126	—	—	—	11,126
Tax withholding – stock compensation	—	—	—	—	1,436,841	(6,330)	(6,330)
Net income	—	—	—	148,219	—	—	148,219
Balance – September 30, 2018	<u>462,462,855</u>	<u>\$ 462</u>	<u>\$ 2,680,899</u>	<u>\$ (1,707,591)</u>	<u>1,893,882</u>	<u>\$ (10,586)</u>	<u>\$ 963,184</u>

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

Denbury Resources Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

Note 1. Basis of Presentation**Organization and Nature of Operations**

Denbury Resources Inc., a Delaware corporation, is an independent oil and natural gas company with operations focused in two key operating areas: the Gulf Coast and Rocky Mountain regions. Our goal is to increase the value of our properties through a combination of exploitation, drilling and proven engineering extraction practices, with the most significant emphasis relating to CO₂ enhanced oil recovery operations.

Interim Financial Statements

The accompanying unaudited condensed consolidated financial statements of Denbury Resources Inc. and its subsidiaries have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (“SEC”) and do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. These financial statements and the notes thereto should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2017 (the “Form 10-K”). Unless indicated otherwise or the context requires, the terms “we,” “our,” “us,” “Company” or “Denbury,” refer to Denbury Resources Inc. and its subsidiaries.

Accounting measurements at interim dates inherently involve greater reliance on estimates than at year end, and the results of operations for the interim periods shown in this report are not necessarily indicative of results to be expected for the year. In management’s opinion, the accompanying unaudited condensed consolidated financial statements include all adjustments of a normal recurring nature necessary for a fair statement of our consolidated financial position as of September 30, 2018, our consolidated results of operations for the three and nine months ended September 30, 2018 and 2017, our consolidated cash flows for the nine months ended September 30, 2018 and 2017, and our consolidated statement of changes in stockholders’ equity for the nine months ended September 30, 2018.

Reclassifications

Certain prior period amounts have been reclassified to conform to the current year presentation. Such reclassifications had no impact on our reported net income, current assets, total assets, current liabilities, total liabilities or stockholders’ equity.

Cash, Cash Equivalents, and Restricted Cash

The following table provides a reconciliation of cash, cash equivalents, and restricted cash as reported within the Unaudited Condensed Consolidated Balance Sheets to “Cash, cash equivalents, and restricted cash at end of period” as reported within the Unaudited Condensed Consolidated Statements of Cash Flows:

<i>In thousands</i>	September 30, 2018	December 31, 2017
Cash and cash equivalents	\$ 66,711	\$ 58
Restricted cash included in Other assets	16,272	15,934
Total cash, cash equivalents, and restricted cash shown in the Unaudited Condensed Consolidated Statements of Cash Flows	<u>\$ 82,983</u>	<u>\$ 15,992</u>

Amounts included in restricted cash included in “Other assets” in the accompanying Unaudited Condensed Consolidated Balance Sheets represent escrow accounts that are legally restricted for certain of our asset retirement obligations.

Net Income per Common Share

Basic net income per common share is computed by dividing the net income attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period. Diluted net income per common share is calculated in the same manner, but includes the impact of potentially dilutive securities. Potentially dilutive securities consist of nonvested restricted stock, nonvested performance-based equity awards, and shares into which our previously-outstanding convertible senior notes were convertible.

Table of Contents

Denbury Resources Inc. Notes to Unaudited Condensed Consolidated Financial Statements

The following table sets forth the reconciliations of net income and weighted average shares used for purposes of calculating the basic and diluted net income per common share for the periods indicated:

<i>In thousands</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Numerator				
Net income – basic	\$ 78,419	\$ 442	\$ 148,219	\$ 36,371
Effect of potentially dilutive securities				
Interest on convertible senior notes	—	—	538	—
Net income – diluted	<u>\$ 78,419</u>	<u>\$ 442</u>	<u>\$ 148,757</u>	<u>\$ 36,371</u>
Denominator				
Weighted average common shares outstanding – basic	451,256	392,013	426,036	390,448
Effect of potentially dilutive securities				
Restricted stock and performance-based equity awards	7,194	1,010	6,983	2,177
Convertible senior notes	—	—	22,915	—
Weighted average common shares outstanding – diluted	<u>458,450</u>	<u>393,023</u>	<u>455,934</u>	<u>392,625</u>

Basic weighted average common shares exclude shares of nonvested restricted stock. As these restricted shares vest, they will be included in the shares outstanding used to calculate basic net income per common share (although time-vesting restricted stock is issued and outstanding upon grant). For purposes of calculating diluted weighted average common shares during the three and nine months ended September 30, 2018 and 2017, the nonvested restricted stock and performance-based equity awards are included in the computation using the treasury stock method, with the deemed proceeds equal to the average unrecognized compensation during the period, and for the shares underlying the previously-outstanding convertible senior notes as if the convertible senior notes were converted at the beginning of the 2018 period. In April and May 2018, all outstanding convertible senior notes converted into shares of Denbury common stock, resulting in the issuance of 55.2 million shares of our common stock upon conversion. These shares have been included in basic weighted average common shares outstanding beginning on the date of conversion. See Note 4, *Long-Term Debt*, for further discussion.

The following securities could potentially dilute earnings per share in the future, but were excluded from the computation of diluted net income per share, as their effect would have been antidilutive:

<i>In thousands</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Stock appreciation rights	2,689	4,551	2,824	4,793
Restricted stock and performance-based equity awards	—	9,891	203	6,259

Recent Accounting Pronouncements*Recently Adopted*

Cash Flows. In November 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2016-18, *Statement of Cash Flows* (“ASU 2016-18”). ASU 2016-18 addresses the diversity that exists in the classification and presentation of changes in restricted cash on the statement of cash flows, and requires that a statement of cash flows explain the change in total cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, entities will no longer present transfers between cash and cash equivalents and restricted cash and restricted cash equivalents in the statement of cash flows. Effective January 1, 2018, we adopted ASU 2016-18, which has been applied retrospectively for all comparative periods presented. Accordingly, restricted cash associated with our escrow accounts of \$15.9 million and \$15.4 million for the nine-month periods ended September 30, 2018 and 2017, respectively, have been included in “Cash, cash equivalents, and restricted cash at beginning of period” on our Unaudited Condensed Consolidated Statements of Cash Flows and \$15.6 million included in “Cash, cash equivalents, and restricted cash at end of period” for the nine-month period ended September 30, 2017. The adoption of ASU 2016-18 did not have an impact on our consolidated balance sheets or results of operations.

Our quarterly reports on Form 10-Q for the periods ended March 31, 2018 and June 30, 2018, filed with the SEC on May 10, 2018 and August 9, 2018, respectively, incorrectly included in the beginning-of-period and end-of-period balances of “Cash, cash equivalents, and restricted cash” in our Statements of Cash Flows, certain U.S. Treasury Notes held in escrow accounts legally restricted for use in certain of our asset retirement obligations. Under Financial Accounting Standards Board Codification (“FASC”) 230-10-20, these notes do not meet the definition of restricted cash and restricted cash equivalents due to their maturity date exceeding 90 days. Previously disclosed balances of these U.S. Treasury Notes of \$24.6 million, \$25.2 million and \$25.4 million as of January 1, 2018 (the date of adoption), March 31, 2018 and June 30, 2018, respectively, should have been excluded from “Cash, cash equivalents, and restricted cash” on the Consolidated Statements of Cash Flows. Accordingly, “Cash, cash equivalents, and restricted cash” as of January 1, 2018 (the date of adoption), March 31, 2018 and June 30, 2018, originally reported as \$40.6 million, \$40.9 million and \$41.6 million, respectively, should have been reported as \$16.0 million, \$15.7 million and \$16.2 million, respectively. In addition, changes in the U.S. Treasury Notes of \$0.6 million and \$0.8 million during the three months ended March 31, 2018 and six months ended June 30, 2018, respectively, should have been included in net cash used in investing activities. Accordingly, net cash used in investing activities for the three months ended March 31, 2018, originally reported as \$50.8 million, should have been \$51.4 million, and net cash used in investing activities for the six months ended June 30, 2018, originally reported as \$134.1 million, should have been \$134.9 million. Management has evaluated the quantitative and qualitative impact of the error to previously issued unaudited consolidated statements of cash flows and concluded that the previously issued consolidated financial statements were not materially misstated. However, management has elected to revise the unaudited consolidated statements of cash flows for each of the three months ended March 31, 2018 and six months ended June 30, 2018 in its future filings. These revisions had no impact on the Company’s financial condition or results of operations for the periods presented.

Revenue Recognition. In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (“ASU 2014-09”). ASU 2014-09 amends the guidance for revenue recognition to replace numerous, industry-specific requirements. The core principle of the ASU is that an entity should recognize revenue for the transfer of goods or services equal to the amount that it expects to be entitled to receive for those goods or services. The ASU implements a five-step process for customer contract revenue recognition that focuses on transfer of control, as opposed to transfer of risk and rewards. The amendment also requires enhanced disclosures regarding the nature, amount, timing and uncertainty of revenues and cash flows arising from contracts with customers. In March, April and May 2016, the FASB issued four additional ASUs which primarily clarified the implementation guidance on principal versus agent considerations, performance obligations and licensing, collectibility, presentation of sales taxes and other similar taxes collected from customers, and non-cash consideration. Effective January 1, 2018, we adopted ASU 2014-09 using the modified retrospective method. The adoption of ASU 2014-09 did not have an impact on our consolidated financial statements, but required enhanced footnote disclosures. See Note 2, *Revenue Recognition*, for additional information.

Not Yet Adopted

Fair Value Measurement. In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurements* (“ASU 2018-13”). ASU 2018-13 adds, modifies, or removes certain disclosure requirements for recurring and nonrecurring fair value measurements based on the FASB’s consideration of costs and benefits. The amendments in this ASU are effective for fiscal years beginning after December 15, 2019,

Denbury Resources Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

and interim periods within those fiscal years, and early adoption is permitted. Entities must adopt the amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty prospectively, and all other amendments should be applied retrospectively to all periods presented. The adoption of ASU 2018-13 is currently not expected to have a material effect on our consolidated financial statements, but may require enhanced footnote disclosures.

Leases. In February 2016, the FASB issued ASU 2016-02, *Leases* (“ASU 2016-02”). ASU 2016-02 amends the guidance for lease accounting to require lease assets and liabilities to be recognized on the balance sheet, along with additional disclosures regarding key leasing arrangements. The ASU does not apply to mineral leases or leases that convey the right to explore for or use the land on which oil, natural gas, and similar natural resources are contained. The amendments in this ASU are effective for fiscal years beginning after December 15, 2018, and interim periods within those fiscal years, and early adoption is permitted. Entities must adopt the standard using a modified retrospective transition and apply the guidance to the earliest comparative period presented, with certain practical expedients that entities may elect to apply. In January 2018, the FASB issued ASU 2018-01, *Leases (Topic 842) – Land Easement Practical Expedient for Transition to Topic 842*, which provides an optional practical expedient to existing or expired land easements that were not previously accounted for as leases under Topic 840, which permits a company to evaluate only new or modified land easements under the new guidance. We intend to elect the practical expedients provided in the new ASUs that allow historical lease classification of existing leases, allow entities to recognize leases with terms of one year or less in their statement of operations, and carry forward our accounting treatment for existing land easement agreements. We are currently evaluating our lease agreements and implementing a software system to summarize the key contract terms and financial information associated with each lease agreement, in order to assess the impact the adoption of ASU 2016-02 and ASU 2018-01 will have on our consolidated financial statements.

Note 2. Revenue Recognition

We record revenue in accordance with FASC Topic 606, *Revenue from Contracts with Customers*, which we adopted on January 1, 2018, and applied to all existing contracts using the modified retrospective method. The core principle of FASC Topic 606 is that an entity should recognize revenue for the transfer of goods or services equal to the amount of consideration that it expects to be entitled to receive for those goods or services. This principle is achieved through applying a five-step process for customer contract revenue recognition:

- Identify the contract or contracts with a customer – We derive the majority of our revenues from oil and natural gas sales contracts and CO₂ sales and transportation contracts. The contracts specify each party’s rights regarding the goods or services to be transferred and contain commercial substance as they impact our financial statements. A high percentage of our receivables balance is current, and we have not historically entered into contracts with counterparties that pose a credit risk without requiring adequate economic protection to ensure collection.
- Identify the performance obligations in the contract – Each of our revenue contracts specify a volume per day, or production from a lease designated in the contract (a distinct good), to be delivered at the delivery point over the term of the contract (the identified performance obligation). The customer takes delivery and physical possession of the product at the delivery point, which generally is also the point at which title transfers and the customer obtains the risks and rewards of ownership (the identified performance obligation is satisfied).
- Determine the transaction price – Typically, our oil and natural gas contracts define the price as a formula price based on the average market price, as specified on set dates each month, for the specific commodity during the month of delivery. Certain of our CO₂ contracts define the price as a fixed contractual price adjusted to an inflation index to reflect market pricing. Given the industry practice to invoice customers the month following the month of delivery and our high probability of collection of payment, no significant financing component is included in our contracts.
- Allocate the transaction price to the performance obligations in the contract – The majority of our revenue contracts are short-term, with terms of one year or less, to which we have applied the practical expedient permitted under the standard eliminating the requirement to disclose the transaction price allocated to remaining performance obligations. In limited instances, we have revenue contracts with terms greater than one year; however, the future delivery volumes are wholly unsatisfied as they represent separate performance obligations with variable consideration. We utilized the practical expedient which eliminates the requirement to disclose the transaction price allocated to remaining performance obligations if the variable consideration is allocated entirely

Table of Contents

Denbury Resources Inc. *Notes to Unaudited Condensed Consolidated Financial Statements*

to wholly unsatisfied performance obligations. As there is only one performance obligation associated with our contracts, no allocation of the transaction price is necessary.

- Recognize revenue when, or as, we satisfy a performance obligation – Once we have delivered the volume of commodity to the delivery point and the customer takes delivery and possession, we are entitled to payment and we invoice the customer for such delivered production. Payment under most oil and CO₂ contracts is made within a month following product delivery and for natural gas and NGL contracts is generally made within two months following delivery. Timing of revenue recognition may differ from the timing of invoicing to customers; however, as the right to consideration after delivery is unconditional based on only the passage of time before payment of the consideration is due, upon delivery we record a receivable in “Accrued production receivable” in our Unaudited Condensed Consolidated Balance Sheets, which was \$163.5 million and \$146.3 million as of September 30, 2018 and December 31, 2017, respectively.

Disaggregation of Revenue

The following table summarizes our revenues by product type for the three and nine months ended September 30, 2018 and 2017:

<i>In thousands</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Oil sales	\$ 377,329	\$ 256,621	\$ 1,088,021	\$ 768,912
Natural gas sales	2,299	2,409	7,193	7,176
CO ₂ sales and transportation fees	8,149	6,590	22,416	18,533
Total revenues	<u>\$ 387,777</u>	<u>\$ 265,620</u>	<u>\$ 1,117,630</u>	<u>\$ 794,621</u>

Note 3. Assets Held for Sale

We are marketing for sale certain non-productive surface acreage in the Houston area. As of September 30, 2018, the carrying value of the land held for sale was \$33.0 million, which is included in “Other property and equipment” on our Unaudited Condensed Consolidated Balance Sheets.

Table of Contents

Denbury Resources Inc. Notes to Unaudited Condensed Consolidated Financial Statements

Note 4. Long-Term Debt

The table below reflects long-term debt and capital lease obligations outstanding as of the dates indicated:

<i>In thousands</i>	September 30, 2018	December 31, 2017
Senior Secured Bank Credit Agreement	\$ —	\$ 475,000
9% Senior Secured Second Lien Notes due 2021	614,919	614,919
9¼% Senior Secured Second Lien Notes due 2022	455,668	381,568
7½% Senior Secured Second Lien Notes due 2024	450,000	—
3½% Convertible Senior Notes due 2024	—	84,650
6¾% Senior Subordinated Notes due 2021	203,545	215,144
5½% Senior Subordinated Notes due 2022	314,662	408,882
4⅝% Senior Subordinated Notes due 2023	307,978	376,501
Pipeline financings	183,428	192,429
Capital lease obligations	11,290	26,298
Total debt principal balance	2,541,490	2,775,391
Future interest payable ⁽¹⁾	292,590	316,818
Debt issuance costs	(13,772)	(7,935)
Total debt, net of debt issuance costs	2,820,308	3,084,274
Less: current maturities of long-term debt ⁽¹⁾	(126,884)	(105,188)
Long-term debt and capital lease obligations	<u>\$ 2,693,424</u>	<u>\$ 2,979,086</u>

- (1) Future interest payable represents most of the interest due over the terms of our 9% Senior Secured Second Lien Notes due 2021 (the “2021 Senior Secured Notes”), 9¼% Senior Secured Second Lien Notes due 2022 (the “2022 Senior Secured Notes”), and to a small extent our previously outstanding 3½% Convertible Senior Notes due 2024 (the “2024 Convertible Senior Notes”) and has been accounted for as debt in accordance with FASC 470-60, *Troubled Debt Restructuring by Debtors*. Our current maturities of long-term debt as of September 30, 2018 include \$102.2 million of future interest payable related to the 2021 Senior Secured Notes and 2022 Senior Secured Notes that is due within the next twelve months. See *January 2018 Note Exchanges* below for further discussion.

The ultimate parent company in our corporate structure, Denbury Resources Inc. (“DRI”), is the sole issuer of all of our outstanding senior secured and senior subordinated notes. DRI has no independent assets or operations. Each of the subsidiary guarantors of such notes is 100% owned, directly or indirectly, by DRI, and the guarantees of the notes are full and unconditional and joint and several; any subsidiaries of DRI that are not subsidiary guarantors of such notes are minor subsidiaries.

Senior Secured Bank Credit Facility

In December 2014, we entered into an Amended and Restated Credit Agreement with JPMorgan Chase Bank, N.A., as administrative agent, and other lenders party thereto (as amended, the “Bank Credit Agreement”). The Bank Credit Agreement is a senior secured revolving credit facility with semiannual borrowing base redeterminations in May and November of each year, with the next such redetermination being scheduled for May 2019. If our outstanding debt under the Bank Credit Agreement were to ever exceed the borrowing base, we would be required to repay the excess amount over a period not to exceed six months. We incur a commitment fee of 0.50% on the undrawn portion of the aggregate lender commitments under the Bank Credit Agreement.

In August 2018, we entered into the Sixth Amendment to the Bank Credit Agreement (the “Sixth Amendment”), pursuant to which the following changes were made to the Bank Credit Agreement:

- The maturity date was extended from December 9, 2019 to December 9, 2021, provided that the maturity date may occur earlier (between February 2021 and August 2021) if the 2021 Senior Secured Notes due in May 2021 or 6¾% Senior Subordinated Notes due in August 2021 (the “2021 Subordinated Notes”) are not repaid or refinanced by their respective maturity dates;

Table of Contents

Denbury Resources Inc. *Notes to Unaudited Condensed Consolidated Financial Statements*

- The borrowing base and total commitments were reduced from \$1.05 billion to \$615 million in connection with a reduction in the number of lenders party to the Bank Credit Agreement;
- The amount of junior lien debt we can incur was increased from \$1.2 billion to \$1.65 billion outstanding in the aggregate at any one time; and
- A Consolidated Total Debt to Consolidated EBITDAX financial maintenance covenant was added with a ratio not to exceed 5.25 to 1.0 through December 31, 2020, and 4.50 to 1.0 thereafter through the maturity date.

At September 30, 2018, in addition to the Consolidated Total Debt to Consolidated EBITDAX covenant added by the Sixth Amendment, the Bank Credit Agreement contains certain financial performance covenants through the maturity of the facility, including the following:

- A consolidated senior secured debt to consolidated EBITDAX covenant, with such ratio not to exceed 2.5 to 1.0. Currently, only debt under our Bank Credit Agreement is considered consolidated senior secured debt for purposes of this ratio;
- A minimum permitted ratio of consolidated EBITDAX to consolidated interest charges of 1.25 to 1.0; and
- A requirement to maintain a current ratio of 1.0 to 1.0.

As of September 30, 2018, we had no outstanding borrowings and were in compliance with all debt covenants under the Bank Credit Agreement. The above description of our Bank Credit Agreement is qualified by the express language and defined terms contained in the Bank Credit Agreement and the amendments thereto, each of which are filed as exhibits to our periodic reports filed with the SEC.

January 2018 Note Exchanges

During January 2018, we closed transactions to exchange a total of \$174.3 million aggregate principal amount of our then existing senior subordinated notes for \$74.1 million aggregate principal amount of new 2022 Senior Secured Notes and \$59.4 million aggregate principal amount of new 5% Convertible Senior Notes due 2023 (the “2023 Convertible Senior Notes”), resulting in a net reduction in our debt principal from these exchanges of \$40.8 million. The exchanged notes consisted of \$11.6 million aggregate principal amount of our 2021 Subordinated Notes, \$94.2 million aggregate principal amount of our 5½% Senior Subordinated Notes due 2022 and \$68.5 million aggregate principal amount of our 4½% Senior Subordinated Notes due 2023.

In accordance with FASC 470-60, the exchange was accounted for as a troubled debt restructuring due to the level of concession provided by our senior subordinated note holders. Under this guidance, future interest applicable to the new 2022 Senior Secured Notes and 2023 Convertible Senior Notes was recorded as debt up to the point that the principal and future interest of the new notes was equal to the principal amount of the extinguished notes, rather than recognizing a gain on extinguishment for this amount. In May 2018, the debt principal balance and future interest applicable to the 2023 Convertible Senior Notes were reclassified to “Paid-in capital in excess of par” and “Common stock” in our Unaudited Condensed Consolidated Balance Sheets following the conversion of the notes into shares of Denbury common stock (see *Conversions of 2023 and 2024 Convertible Senior Notes into Common Stock in May and June 2018* below for further discussion). As of September 30, 2018, \$20.6 million of future interest on the new 2022 Senior Secured Notes was recorded as debt, which will be reduced as semiannual interest payments are made, with the remaining \$3.3 million of future interest to be recognized as interest expense over the term of the notes. Therefore, future interest expense reflected in our Unaudited Condensed Consolidated Statements of Operations on the new 2022 Senior Secured Notes will be significantly lower than the actual cash interest payments.

August 2018 Issuance of 7½% Senior Secured Second Lien Notes due 2024

In August 2018, we issued \$450.0 million of 7½% Senior Secured Second Lien Notes due 2024 (the “2024 Senior Secured Notes”). The 2024 Senior Secured Notes, which bear interest at a rate of 7.50% per annum, were issued at par to repay outstanding borrowings on our Bank Credit Agreement, with additional proceeds used for general corporate purposes. The 2024 Senior Secured Notes mature on February 15, 2024, and interest is payable semiannually in arrears on February 15 and August 15 of each year, beginning in February 2019. We may redeem the 2024 Senior Secured Notes in whole or in part at our option beginning August 15, 2020, at a redemption price of 103.75% of the principal amount, and at declining redemption prices thereafter, as specified in the indenture governing the 2024 Senior Secured Notes. Prior to August 15, 2020, we may at our option redeem up to an aggregate of 35% of the principal amount of the 2024 Senior Secured Notes at a price of 107.50% of par with the proceeds of certain equity offerings. In addition, at any time prior to August 15, 2020, we may redeem the 2024 Senior Secured Notes in whole or in part at

Denbury Resources Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

a price equal to 100% of the principal amount plus a “make-whole” premium and accrued and unpaid interest. The 2024 Senior Secured Notes are not subject to any sinking fund requirements.

The 2024 Senior Secured Notes are guaranteed jointly and severally by our subsidiaries representing substantially all of our assets, operations and income and are secured by second-priority liens on substantially all of the assets that secure the Bank Credit Agreement, which second-priority liens are contractually subordinated to liens that secure our Bank Credit Agreement and any future additional priority lien debt.

9¼% Senior Secured Second Lien Notes due 2022 issued in January 2018

In January 2018, we issued \$74.1 million of 2022 Senior Secured Notes, which principal amount is in addition to the \$381.6 million of 2022 Senior Secured Notes issued during December 2017. All \$455.7 million of the 2022 Senior Secured Notes were issued in connection with exchanges with a limited number of holders of the Company’s existing senior subordinated notes in December 2017 and January 2018 (see *January 2018 Note Exchanges* above). The 2022 Senior Secured Notes bear interest at 9.25% per annum, with interest payable semiannually in arrears on March 31 and September 30 of each year, and mature on March 31, 2022. We may redeem the 2022 Senior Secured Notes in whole or in part at our option beginning March 31, 2019, at a redemption price of 109.25% of the principal amount, and at declining redemption prices thereafter, as specified in the indenture governing the 2022 Senior Secured Notes. Prior to March 31, 2019, we may at our option redeem up to an aggregate of 35% of the principal amount of the 2022 Senior Secured Notes at a price of 109.25% of par with the proceeds of certain equity offerings. In addition, at any time prior to March 31, 2019, we may redeem the 2022 Senior Secured Notes in whole or in part at a price equal to 100% of the principal amount plus a “make-whole” premium and accrued and unpaid interest. The 2022 Senior Secured Notes are not subject to any sinking fund requirements.

The 2022 Senior Secured Notes are guaranteed jointly and severally by our subsidiaries representing substantially all of our assets, operations and income and are secured by second-priority liens on substantially all of the assets that secure the Bank Credit Agreement, which second-priority liens are contractually subordinated to liens that secure our Bank Credit Agreement and any future additional priority lien debt.

Conversions of 2023 and 2024 Convertible Senior Notes into Common Stock in May and June 2018

During the second quarter of 2018, holders of all \$59.4 million aggregate principal amount outstanding of our 2023 Convertible Senior Notes and \$84.7 million aggregate outstanding principal amount of our 2024 Convertible Senior Notes converted their notes into shares of Denbury common stock, at the rates specified in the indentures for these notes, resulting in the issuance of 55.2 million shares of our common stock upon conversion. The debt principal balances and future interest treated as debt applicable to the 2023 Convertible Senior Notes and 2024 Convertible Senior Notes, totaling \$162.0 million, were reclassified to “Paid-in capital in excess of par” and “Common stock” in our Unaudited Condensed Consolidated Balance Sheets upon the conversion of the notes into shares of Denbury common stock. As of April 18, 2018 and May 30, 2018, there were no remaining 2024 Convertible Senior Notes and 2023 Convertible Senior Notes outstanding, respectively.

Note 5. Commodity Derivative Contracts

We do not apply hedge accounting treatment to our oil and natural gas derivative contracts; therefore, the changes in the fair values of these instruments are recognized in income in the period of change. These fair value changes, along with the settlements of expired contracts, are shown under “Commodity derivatives expense (income)” in our Unaudited Condensed Consolidated Statements of Operations.

Historically, we have entered into various oil and natural gas derivative contracts to provide an economic hedge of our exposure to commodity price risk associated with anticipated future oil and natural gas production and to provide more certainty to our future cash flows. We do not hold or issue derivative financial instruments for trading purposes. Generally, these contracts have consisted of various combinations of price floors, collars, three-way collars, fixed-price swaps, fixed-price swaps enhanced with a sold put, and basis swaps. The production that we hedge has varied from year to year depending on our levels of debt, financial strength and expectation of future commodity prices.

We manage and control market and counterparty credit risk through established internal control procedures that are reviewed on an ongoing basis. We attempt to minimize credit risk exposure to counterparties through formal credit policies, monitoring

Table of Contents

Denbury Resources Inc. Notes to Unaudited Condensed Consolidated Financial Statements

procedures and diversification, and all of our commodity derivative contracts are with parties that are lenders under our Bank Credit Agreement (or affiliates of such lenders). As of September 30, 2018, all of our outstanding derivative contracts were subject to enforceable master netting arrangements whereby payables on those contracts can be offset against receivables from separate derivative contracts with the same counterparty. It is our policy to classify derivative assets and liabilities on a gross basis on our balance sheets, even if the contracts are subject to enforceable master netting arrangements.

The following table summarizes our commodity derivative contracts as of September 30, 2018, none of which are classified as hedging instruments in accordance with the FASC *Derivatives and Hedging* topic:

Months	Index Price	Volume (Barrels per day)	Contract Prices (\$/Bbl)							
			Range ⁽¹⁾	Weighted Average Price				Ceiling		
				Swap	Sold Put	Floor				
Oil Contracts:										
2018 Fixed-Price Swaps										
Oct – Dec	NYMEX	20,500	\$ 50.00 – 56.65	\$ 51.69	\$ —	\$ —	\$ —			
Oct – Dec	Argus LLS	5,000	60.10 – 60.25	60.18	—	—	—			
2018 Three-Way Collars ⁽²⁾										
Oct – Dec	NYMEX	15,000	\$ 45.00 – 56.60	\$ —	\$ 36.50	\$ 46.50	\$ 53.88			
2019 Fixed-Price Swaps										
Jan – June	NYMEX	3,500	\$ 59.00 – 59.10	\$ 59.05	\$ —	\$ —	\$ —			
Jan - Dec	Argus LLS	4,000	69.10 – 74.90	71.40	—	—	—			
2019 Three-Way Collars ⁽²⁾										
Jan – June	NYMEX	18,500	\$ 55.00 – 75.45	\$ —	\$ 48.84	\$ 56.84	\$ 69.94			
July – Dec	NYMEX	22,000	55.00 – 75.45	—	48.55	56.55	69.17			
Jan – Dec	Argus LLS	5,500	62.00 – 86.00	—	54.73	63.09	79.93			

- (1) Ranges presented for fixed-price swaps represent the lowest and highest fixed prices of all open contracts for the period presented. For three-way collars, ranges represent the lowest floor price and highest ceiling price for all open contracts for the period presented.
- (2) A three-way collar is a costless collar contract combined with a sold put feature (at a lower price) with the same counterparty. The value received for the sold put is used to enhance the contracted floor and ceiling price of the related collar. At the contract settlement date, (1) if the index price is higher than the ceiling price, we pay the counterparty the difference between the index price and ceiling price for the contracted volumes, (2) if the index price is between the floor and ceiling price, no settlements occur, (3) if the index price is lower than the floor price but at or above the sold put price, the counterparty pays us the difference between the index price and the floor price for the contracted volumes and (4) if the index price is lower than the sold put price, the counterparty pays us the difference between the floor price and the sold put price for the contracted volumes.

Note 6. Fair Value Measurements

The FASC *Fair Value Measurement* topic defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (often referred to as the “exit price”). We utilize market data or assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable. We primarily apply the income approach for recurring fair value measurements and endeavor to utilize the best available information. Accordingly, we utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. We are able to classify fair value balances based on the observability of those inputs. The FASC establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 – Quoted prices in active markets for identical assets or liabilities as of the reporting date.

Denbury Resources Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

- Level 2 – Pricing inputs are other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reported date. Level 2 includes those financial instruments that are valued using models or other valuation methodologies. Instruments in this category include non-exchange-traded oil derivatives that are based on NYMEX pricing and fixed-price swaps that are based on regional pricing other than NYMEX (e.g., Light Louisiana Sweet). Our costless collars and the sold put features of our three-way collars are valued using the Black-Scholes model, an industry standard option valuation model that takes into account inputs such as contractual prices for the underlying instruments, maturity, quoted forward prices for commodities, interest rates, volatility factors and credit worthiness, as well as other relevant economic measures. Substantially all of these assumptions are observable in the marketplace throughout the full term of the instrument, can be derived from observable data or are supported by observable levels at which transactions are executed in the marketplace.
- Level 3 – Pricing inputs include significant inputs that are generally less observable. These inputs may be used with internally developed methodologies that result in management’s best estimate of fair value. As of September 30, 2018, instruments in this category include non-exchange-traded three-way collars that are based on regional pricing other than NYMEX (e.g., Light Louisiana Sweet). The valuation models utilized for costless collars and three-way collars are consistent with the methodologies described above; however, the implied volatilities utilized in the valuation of Level 3 instruments are developed using a benchmark, which is considered a significant unobservable input. An increase or decrease of 100 basis points in the implied volatility inputs utilized in our fair value measurement would result in a change of approximately \$400 thousand in the fair value of these instruments as of September 30, 2018.

We adjust the valuations from the valuation model for nonperformance risk, using our estimate of the counterparty’s credit quality for asset positions and our credit quality for liability positions. We use multiple sources of third-party credit data in determining counterparty nonperformance risk, including credit default swaps.

The following table sets forth, by level within the fair value hierarchy, our financial assets and liabilities that were accounted for at fair value on a recurring basis as of the periods indicated:

	Fair Value Measurements Using:			
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
<i>In thousands</i>				
September 30, 2018				
Liabilities				
Oil derivative contracts – current	\$ —	\$ (120,298)	\$ (5,056)	\$ (125,354)
Oil derivative contracts – long-term	—	(12,214)	(1,356)	(13,570)
Total Liabilities	<u>\$ —</u>	<u>\$ (132,512)</u>	<u>\$ (6,412)</u>	<u>\$ (138,924)</u>
December 31, 2017				
Liabilities				
Oil derivative contracts – current	\$ —	\$ (99,061)	\$ —	\$ (99,061)
Total Liabilities	<u>\$ —</u>	<u>\$ (99,061)</u>	<u>\$ —</u>	<u>\$ (99,061)</u>

Since we do not apply hedge accounting for our commodity derivative contracts, any gains and losses on our assets and liabilities are included in “Commodity derivatives expense (income)” in the accompanying Unaudited Condensed Consolidated Statements of Operations.

Table of Contents

Denbury Resources Inc. Notes to Unaudited Condensed Consolidated Financial Statements

Level 3 Fair Value Measurements

The following table summarizes the changes in the fair value of our Level 3 assets and liabilities for the three and nine months ended September 30, 2018 and 2017:

<i>In thousands</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Fair value of Level 3 instruments, beginning of period	\$ (1,168)	\$ 99	\$ —	\$ (526)
Fair value gains (losses) on commodity derivatives	(5,244)	(97)	(6,412)	528
Fair value of Level 3 instruments, end of period	<u>\$ (6,412)</u>	<u>\$ 2</u>	<u>\$ (6,412)</u>	<u>\$ 2</u>
The amount of total gains (losses) for the period included in earnings attributable to the change in unrealized gains (losses) relating to assets or liabilities still held at the reporting date				
	\$ (5,244)	\$ (71)	\$ (6,412)	\$ 54

We utilize an income approach to value our Level 3 costless collars and three-way collars. We obtain and ensure the appropriateness of the significant inputs to the calculation, including contractual prices for the underlying instruments, maturity, forward prices for commodities, interest rates, volatility factors and credit worthiness, and the fair value estimate is prepared and reviewed on a quarterly basis. The following table details fair value inputs related to implied volatilities utilized in the valuation of our Level 3 oil derivative contracts:

	Fair Value at 9/30/2018 (in thousands)	Valuation Technique	Unobservable Input	Volatility Range
Oil derivative contracts	\$ (6,412)	Discounted cash flow / Black-Scholes	Volatility of Light Louisiana Sweet for settlement periods beginning after September 30, 2018	20.7% – 29.9%

Other Fair Value Measurements

The carrying value of our loans under our Bank Credit Agreement approximate fair value, as they are subject to short-term floating interest rates that approximate the rates available to us for those periods. We use a market approach to determine the fair value of our fixed-rate long-term debt using observable market data. The fair values of our senior secured second lien notes, convertible senior notes, and senior subordinated notes are based on quoted market prices, which are considered Level 1 measurements under the fair value hierarchy. The estimated fair value of the principal amount of our debt as of September 30, 2018 and December 31, 2017, excluding pipeline financing and capital lease obligations, was \$2,377.0 million and \$2,260.6 million, respectively. We have other financial instruments consisting primarily of cash, cash equivalents, short-term receivables and payables that approximate fair value due to the nature of the instrument and the relatively short maturities.

Note 7. Commitments and Contingencies

Litigation

We are involved in various lawsuits, claims and regulatory proceedings incidental to our businesses. We are also subject to audits for various taxes (income, sales and use, and severance) in the various states in which we operate, and from time to time receive assessments for potential taxes that we may owe. While we currently believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material adverse effect on our financial position, results of operations or cash flows, litigation is subject to inherent uncertainties. Although a single or multiple adverse rulings or settlements could possibly have a material adverse effect on our finances, we only accrue for losses from litigation and claims if we determine that a loss is probable and the amount can be reasonably estimated.

Denbury Resources Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

Riley Ridge Helium Supply Contract Claim

As part of our 2010 and 2011 acquisitions of the Riley Ridge Unit and associated gas processing facility that was under construction, the Company assumed a 20-year helium supply contract under which we agreed to supply the helium separated from the full well stream by operation of the gas processing facility to a third-party purchaser, APMTG Helium, LLC. The helium supply contract provides for the delivery of a minimum contracted quantity of helium, subject to adjustment after startup of the Riley Ridge gas processing facility, with liquidated damages payable if specified quantities of helium are not supplied in accordance with the terms of the contract. The liquidated damages are specified in the contract at up to \$8.0 million per contract year and are capped at an aggregate of \$46.0 million over the term of the contract. As the gas processing facility has been shut-in since mid-2014, we have not been able to supply helium under the helium supply contract. APMTG Helium, LLC filed a case in November 2014 in the Ninth Judicial District Court of Sublette County, Wyoming, claiming multiple years of liquidated damages for non-delivery of volumes of helium specified under the helium supply contract. The Company's position is that our contractual obligations are excused by virtue of events that fall within the force majeure provisions in the helium supply contract. The evidentiary phase of the trial concluded on November 29, 2017. The parties submitted written closing briefs and rebuttal briefs to the District Court during February and April of 2018. We are currently awaiting a ruling from the District Court, and we are unable to predict at this time the outcome of this dispute.

Note 8. Subsequent Event

On October 28, 2018, the Company entered into a definitive merger agreement pursuant to which the Company will acquire Penn Virginia Corporation (NASDAQ: PVAC) ("Penn Virginia"). On the terms and subject to the conditions set forth in the merger agreement, each share of Penn Virginia common stock ("Penn Virginia Common Stock"), issued and outstanding immediately prior to the effective time of the merger (other than as described in the merger agreement) will be converted into the right to receive, at the election of the holder of such share of Penn Virginia Common Stock, either, (i) \$25.86 in cash without interest and 12.4 shares of the Company's common stock ("Denbury Common Stock"), (ii) \$79.80 in cash without interest (the "Cash Election"), or (iii) 18.3454 shares of Denbury Common Stock (the "Stock Election"). The Cash and Stock Elections will be subject to proration to ensure that the total amount of cash paid to holders of Penn Virginia Common Stock is equal to \$400 million. In the aggregate, \$400 million in cash and approximately 191.8 million shares of Denbury Common Stock are expected to be paid as merger consideration. Consummation of the merger is subject to satisfaction of customary conditions.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with our Unaudited Condensed Consolidated Financial Statements and Notes thereto included herein and our Consolidated Financial Statements and Notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2017 (the "Form 10-K"), along with *Management's Discussion and Analysis of Financial Condition and Results of Operations* contained in the Form 10-K. Any terms used but not defined herein have the same meaning given to them in the Form 10-K. Our discussion and analysis includes forward-looking information that involves risks and uncertainties and should be read in conjunction with *Risk Factors* under Item 1A of the Form 10-K, along with *Forward-Looking Information* at the end of this section for information on the risks and uncertainties that could cause our actual results to be materially different than our forward-looking statements.

OVERVIEW

Denbury is an independent oil and natural gas company with operations focused in two key operating areas: the Gulf Coast and Rocky Mountain regions. Our goal is to increase the value of our properties through a combination of exploitation, drilling and proven engineering extraction practices, with the most significant emphasis relating to CO₂ enhanced oil recovery operations.

Recent Agreement to Acquire Penn Virginia Corporation. On October 28, 2018, Denbury and Penn Virginia Corporation (NASDAQ: PVAC) ("Penn Virginia") entered into a definitive Agreement and Plan of Merger (the "Merger Agreement") pursuant to which we will acquire Penn Virginia in a stock and cash transaction (the "Acquisition") valued (based upon Denbury's per share closing price on the NYSE on October 26, 2018) at approximately \$1.7 billion, including the assumption of Penn Virginia debt. The following description constitutes only a summary of certain aspects of the Merger Agreement and the transactions contemplated thereby, and is not intended to be complete. For further information see our Form 8-K and exhibits thereto filed with the Commission on October 29, 2018.

The Acquisition is subject to approval by the shareholders of Penn Virginia and to approval by Denbury's stockholders of the issuance of Denbury common stock in the Acquisition and an amendment to Denbury's charter to increase its authorized shares. Consummation of the Acquisition is also subject to other customary mutual closing conditions, which are described in the above referenced Form 8-K. In connection with execution of the Merger Agreement, we signed voting agreements with Penn Virginia shareholders holding approximately 15% of its outstanding common shares, and under which they agreed to vote "for" the Acquisition.

On the terms and subject to the conditions set forth in the Merger Agreement, each share of Penn Virginia common stock ("Penn Virginia Common Stock"), issued and outstanding immediately prior to the merger effective time (other than as described in the Merger Agreement) shall be converted into the right to receive, at the election of the holder of such share of Penn Virginia Common Stock, either, (i) \$25.86 in cash without interest and 12.4 shares of the Company's common stock ("Denbury Common Stock"), (ii) \$79.80 in cash without interest (the "Cash Election"), or (iii) 18.3454 shares of Denbury Common Stock (the "Stock Election"). The Cash Election and the Stock Election will be subject to proration to ensure that the total amount of cash paid to holders of Penn Virginia Common Stock is equal to \$400 million. The overall mix of consideration to be received by Penn Virginia shareholders is expected to be approximately 68% Denbury Common Stock (approximately 191.8 million shares of Denbury Common Stock) and approximately 32% cash (\$400 million cash) in the aggregate. Upon closing of the Acquisition, Denbury stockholders are expected to own approximately 71% of the outstanding equity of the combined company, and Penn Virginia shareholders are expected to own approximately 29%.

In connection with the Merger Agreement, Denbury received a commitment letter from JPMorgan Chase Bank, N.A., subject to certain funding conditions, for a proposed new \$1.2 billion senior secured revolving credit facility with a maturity date of December 9, 2021 and a \$400 million senior secured second lien bridge facility that will be available to the extent Denbury does not secure alternate financing prior to the end of the bridge takedown period. The two new debt financings will be used to fully or partially fund the \$400 million cash portion of the consideration in the Acquisition, potentially retire and replace Penn Virginia's \$200 million second lien term loan, replace Penn Virginia's existing bank credit facility, which had \$283 million drawn and outstanding as of September 30, 2018, and pay fees and expenses.

The Merger Agreement contains certain termination rights for both Denbury and Penn Virginia, including, among others, if the Acquisition is not completed by April 30, 2019. On a termination of the Merger Agreement under certain circumstances, Penn

Virginia may be required to pay Denbury a termination fee of \$45 million, or Denbury may be required to pay Penn Virginia a termination fee of \$45 million.

Prior to the merger effective time, we are required to take all necessary corporate action so that upon and after such effective time, (i) the size of the Denbury Board of Directors is increased by two members and (ii) two members of the Penn Virginia Board of Directors (that are (A) mutually agreed upon between Penn Virginia and Denbury and (B) determined to be independent under the standards of the NYSE) are appointed to the Denbury Board of Directors to fill the vacancies created by such increase. Denbury also is required to recommend that such directors be elected to the Denbury Board of Directors in the proxy statement relating to Denbury's next annual meeting of stockholders following the consummation of the Acquisition.

Consummation of the Acquisition and the related financing, which cannot be assured and requires satisfaction of a variety of conditions, would have a significant impact on all aspects of our results of operations and financial condition. We anticipate providing further information on the proposed transaction to our stockholders and Penn Virginia's shareholders in a registration statement on Form S-4 to be filed with the SEC that will include a joint proxy statement of the Company and Penn Virginia and a prospectus of the Company, and which will be submitted to the Company's stockholders and Penn Virginia's shareholders for their consideration, which is currently anticipated to occur in January 2019.

Oil Price Impact on Our Business. Our financial results are significantly impacted by changes in oil prices, as 97% of our production is oil. Over the last year, NYMEX oil prices have gradually improved from around \$50 per Bbl in August 2017, to around \$70 per Bbl at the end of September 2018, which are considerably higher than those experienced in 2015 and 2016, when oil prices generally ranged between \$40-\$50 per Bbl. NYMEX oil prices averaged approximately \$70 per Bbl in the third quarter of 2018, compared to approximately \$48 per Bbl in the third quarter of 2017 and \$68 per Bbl in the second quarter of 2018. Increases in oil prices impact all aspects of our business; most notably our cash flow from operations, revenues, and capital allocation and budgeting decisions. Our 2018 capital spending has been budgeted at \$300 million to \$325 million, excluding capitalized interest and acquisitions, and we currently expect our capital spending to be in the upper half of that range. Based on the Company's cash flow generated through the first three quarters of the year and projected cash flows for the fourth quarter of 2018 utilizing current futures prices, we currently project a level of cash flow that would more than fully fund our development capital spending plans.

Operating Highlights. We recognized net income of \$78.4 million, or \$0.17 per diluted common share, during the third quarter of 2018, compared to net income of \$0.4 million, or \$0.00 per diluted common share, during the third quarter of 2017. The primary drivers of our change in operating results between the comparative third quarters of 2018 and 2017 were the following:

- Oil and natural gas revenues in the third quarter of 2018 improved by \$120.6 million, or 47%, principally driven by a 50% improvement in realized oil prices. Our net realized oil price relative to NYMEX prices improved by \$2.18 per Bbl from the prior-year period to \$1.84 per Bbl above NYMEX.
- Commodity derivatives expense increased by \$19.3 million (\$44.6 million of expense in the current-year period compared to \$25.3 million in the prior-year period). This increase in expense was the result of a \$61.7 million increase in payments on derivative settlements, partially offset by a \$42.4 million gain on noncash fair value adjustments between the periods.

We generated \$147.9 million of cash flow from operating activities in the third quarter of 2018, an increase of \$82.3 million from third quarter of 2017 levels. The increase in cash flow from operations was due primarily to higher oil and natural gas revenues of \$120.6 million and favorable working capital changes of \$16.0 million (\$13.4 million of cash inflows during the third quarter of 2018 compared to \$2.6 million of cash outflows during the third quarter of 2017), partially offset by an increase in derivative settlement payments of \$61.7 million.

Extension of Senior Secured Bank Credit Facility. In August 2018, we entered into the Sixth Amendment to the Bank Credit Agreement (the "Sixth Amendment") which primarily extended the maturity date from December 9, 2019 to December 9, 2021 and reduced the borrowing base and total commitments from \$1.05 billion to \$615 million. See *Capital Resources and Liquidity – Senior Secured Bank Credit Facility* for further discussion.

Issuance of 7½% Senior Secured Second Lien Notes due 2024. In August 2018, we issued \$450.0 million of 7½% Senior Secured Second Lien Notes due 2024 (the "2024 Senior Secured Notes"). The 2024 Senior Secured Notes, which bear interest at a rate of 7.50% per annum, were issued at par to repay outstanding borrowings on our Bank Credit Agreement, with additional

proceeds used for general corporate purposes (See Note 4, *Long-Term Debt*, to the Consolidated Financial Statements for additional details).

Debt Reduction Transactions. We reduced our debt principal by \$328.5 million between December 2017 and May 2018 through a series of exchange transactions and related debt conversions as follows:

- During December 2017, we reduced debt principal by \$143.6 million through privately negotiated transactions, in which institutional holders exchanged \$609.8 million aggregate principal amount of our subordinated debt for:
 - \$381.6 million aggregate principal amount of 9¼% Senior Secured Second Lien Notes due 2022 (the “2022 Senior Secured Notes”) and
 - \$84.7 million aggregate principal amount of 3½% Convertible Senior Notes due 2024 (the “2024 Convertible Senior Notes”)
- During January 2018, we reduced debt principal by \$40.8 million through additional exchange transactions, in which institutional holders exchanged \$174.3 million aggregate principal amount of our subordinated debt for:
 - \$74.1 million aggregate principal amount of 2022 Senior Secured Notes and
 - \$59.4 million aggregate principal amount of 5% Convertible Senior Notes due 2023 (the “2023 Convertible Senior Notes”)
- In April and May 2018, we reduced debt principal by \$144.1 million when holders of all outstanding 2024 Convertible Senior Notes and 2023 Convertible Senior Notes, issued in the exchanges above, converted their notes into shares of Denbury common stock, at rates specified in the indentures for the notes, which resulted in the issuance of 55.2 million shares of our common stock upon conversion. As of April 18, 2018 and May 30, 2018, there were no remaining 2024 Convertible Senior Notes or 2023 Convertible Senior Notes outstanding, with the conversion of these notes saving the Company annual cash interest payments of \$5.9 million.

Sanctioning of Enhanced Oil Recovery Development at Cedar Creek Anticline. In June 2018, we announced the sanctioning of the CO₂ enhanced oil recovery development project at Cedar Creek Anticline. The capital outlay required to bring the initial phase of the project to first tertiary production is currently estimated at \$250 million over the next four years, which includes \$150 million for a 110-mile extension of the Greencore CO₂ pipeline from Bell Creek Field, most of which will be incurred in 2019, and \$100 million for development in the Red River formation at East Lookout Butte and Cedar Hills South fields. First tertiary production is currently expected in late 2021 or early 2022.

Exploitation Drilling Update. Following the success of our first exploitation horizontal well in the Mission Canyon interval at Cedar Creek Anticline at the end of 2017, we successfully completed two additional Mission Canyon wells in the first half of 2018, one near the end of the first quarter and another early in the second quarter of 2018. These first three wells had a combined 30-day initial production rate of over 3,000 gross barrels of oil per day. Drilling in the Mission Canyon interval paused throughout the second quarter to comply with Bureau of Land Management and state wildlife stipulations. We recently completed an additional three Mission Canyon wells in October 2018, including an initial test well in Cabin Creek, which had initial production rates exceeding 1,000 gross barrels of oil per day, and two southern delineation wells in Coral Creek. Within the Coral Creek wells, we encountered anomalously high water production that we believe is caused by reservoir fractures, and are currently diagnosing the issue and developing a plan to reduce water influx. We currently have an additional four Mission Canyon wells planned during the fourth quarter of 2018. During the second quarter of 2018, we successfully completed our first well in the Perry Sand interval at Tinsley Field in Mississippi, with better than expected deliverability and an initial 30-day gross production rate (constrained by artificial lift equipment) of approximately 150 barrels of oil per day, and we plan to test the Cotton Valley interval at Tinsley Field during the fourth quarter of 2018. For 2018, we have allocated \$50 to \$60 million of our 2018 capital budget to exploitation drilling across our company-wide portfolio of assets.

CAPITAL RESOURCES AND LIQUIDITY

Overview. Our primary sources of capital and liquidity are our cash flow from operations and availability of borrowing under our senior secured bank credit facility. For the nine months ended September 30, 2018, we generated cash flow from operations of \$393.5 million, an increase of \$250.7 million from the first nine months of 2017, primarily due to increasing revenues during 2018 due to rising oil prices.

In August 2018, we issued \$450.0 million of 2024 Senior Secured Notes, with a portion of the proceeds utilized to fully pay down outstanding borrowings on our senior secured bank credit facility. As of September 30, 2018, we had no outstanding borrowings on our senior secured bank credit facility and \$66.7 million of cash and cash equivalents, compared to \$475.0 million of borrowings outstanding as of December 31, 2017 and \$415.0 million as of June 30, 2018 with nominal cash at those dates. In connection with entry into the Sixth Amendment to the senior secured bank credit facility in August 2018, our borrowing base and total commitments were reduced from \$1.05 billion to \$615 million; therefore, as of September 30, 2018, we had \$552.8 million of borrowing base availability, after consideration of \$62.2 million of outstanding letters of credit.

We have historically tried to limit our development capital spending to be roughly the same as, or less than, our cash flow from operations, and our 2018 cash flow from operations are expected to well exceed our planned \$300 million to \$325 million of development capital expenditures for the year.

The Company has been engaged in two asset sale processes. We are marketing for sale certain non-producing surface acreage in the Houston area. The acreage contains numerous parcels, and we currently anticipate that these sales principally will occur in 2019. Further, in February 2018, we initiated a sale process for our mature EOR properties located in Mississippi and Louisiana and Citronelle Field located in Alabama. In aggregate, these fields accounted for 12% of our third quarter 2018 production and approximately 7% of our 2017 year-end proved reserves. Through September 30, 2018, we have completed sales of a minor portion of the non-producing surface acreage in the Houston area, and also completed the sale of our Lockhart Crossing Field, with combined net proceeds of \$8.6 million. The pace and outcome of any sales of the remaining assets cannot be predicted at this time, but their successful completion could provide additional liquidity for financial or operational uses.

We have reduced our outstanding debt principal, net of cash by nearly \$1.1 billion between December 31, 2014 and September 30, 2018, primarily through debt exchanges, opportunistic open market debt repurchases, and the conversion in the second quarter of 2018 of all of our outstanding convertible senior notes into common stock. The improvement in oil prices and our business, and the market price of our debt securities, has reduced our opportunity for additional exchange transactions, but we remain opportunistic for occasions that may arise from time to time to improve the Company's balance sheet, both in terms of overall debt reduction and extension of debt maturities. We also remain keenly focused on continuing to improve our overall leverage metrics. Our leverage metrics have improved considerably over the past year, due primarily to our cost reduction efforts, continued improvement in oil prices and our overall reduction in debt. In conjunction with our efforts to improve the Company's balance sheet, we may have discussions with bondholders from time to time regarding potential debt reduction or maturity extension transactions of various types.

Senior Secured Bank Credit Facility. In December 2014, we entered into an Amended and Restated Credit Agreement with JPMorgan Chase Bank, N.A., as administrative agent, and other lenders party thereto (as amended, the "Bank Credit Agreement"). In August 2018, we entered into the Sixth Amendment to the Bank Credit Agreement (the "Sixth Amendment"), pursuant to which the following changes were made to the Bank Credit Agreement:

- The maturity date was extended from December 9, 2019 to December 9, 2021, provided that the maturity date may occur earlier (between February 2021 and August 2021) if the 9% Senior Secured Second Lien Notes due in May 2021 ("2021 Senior Secured Notes") or 6¾% Senior Subordinated Notes due in August 2021 are not repaid or refinanced by their respective maturity dates;
- The borrowing base and total commitments were reduced from \$1.05 billion to \$615 million in connection with a reduction in the number of lenders party to the Bank Credit Facility;
- The amount of junior lien debt we can incur was increased from \$1.2 billion to \$1.65 billion outstanding in the aggregate at any one time; and
- A Consolidated Total Debt to Consolidated EBITDAX financial maintenance covenant was added with a ratio not to exceed 5.25 to 1.0 through December 31, 2020, and 4.50 to 1.0 thereafter through the maturity date.

At September 30, 2018, in addition to the Consolidated Total Debt to Consolidated EBITDAX covenant added with the Sixth Amendment, the Bank Credit Agreement contained certain financial performance covenants through the maturity of the facility, including the following:

- A consolidated senior secured debt to consolidated EBITDAX covenant, with such ratio not to exceed 2.5 to 1.0. Currently, only debt under our Bank Credit Agreement is considered consolidated senior secured debt for purposes of this ratio;
- A minimum permitted ratio of consolidated EBITDAX to consolidated interest charges of 1.25 to 1.0; and

- A requirement to maintain a current ratio of 1.0 to 1.0.

Under these financial performance covenant calculations, as of September 30, 2018, our ratio of consolidated total debt to consolidated EBITDAX was 4.10 to 1.0 (with a maximum permitted ratio of 5.25 to 1.0), our consolidated senior secured debt to consolidated EBITDAX was 0.00 to 1.0 (with a maximum permitted ratio of 2.5 to 1.0), our ratio of consolidated EBITDAX to consolidated interest charges was 3.27 to 1.0 (with a required ratio of not less than 1.25 to 1.0), and our current ratio was 3.07 to 1.0 (with a required ratio of not less than 1.0 to 1.0). Based upon our currently forecasted levels of production and costs, hedges in place as of November 7, 2018, and current oil commodity futures prices, we currently anticipate continuing to be in compliance with our financial performance covenants during the foreseeable future.

The above description of our Bank Credit Agreement is qualified by the express language and defined terms contained in the Bank Credit Agreement and the amendments thereto, each of which are filed as exhibits to our periodic reports filed with the SEC.

Debt Reduction Transactions. Through a series of debt exchange transactions completed in December 2017 and January 2018 and related conversions of all of our convertible senior notes into equity in April and May 2018, we have reduced the outstanding debt principal of our notes by \$328.5 million between December 2017 and May 2018. See *Overview – Debt Reduction Transactions* for further discussion.

Capital Spending. We anticipate that our full-year 2018 capital spending, excluding capitalized interest and acquisitions, will be in the upper half of our \$300 million to \$325 million capital budget range. Capitalized interest is currently estimated at approximately \$30 million for 2018. The 2018 capital budget, excluding capitalized interest and acquisitions, provides for approximate spending as follows:

- \$155 million allocated for tertiary oil field expenditures;
- \$95 million allocated for other areas, primarily non-tertiary oil field expenditures including exploitation;
- \$20 million to be spent on CO₂ sources and pipelines; and
- \$45 million for other capital items such as capitalized internal acquisition, exploration and development costs and pre-production tertiary startup costs.

Capital Expenditure Summary. The following table reflects incurred capital expenditures (including accrued capital) for the nine months ended September 30, 2018 and 2017:

<i>In thousands</i>	Nine Months Ended September 30,	
	2018	2017
Capital expenditures by project		
Tertiary oil fields	\$ 107,133	\$ 98,797
Non-tertiary fields	51,714	41,023
Capitalized internal costs ⁽¹⁾	34,027	37,732
Oil and natural gas capital expenditures	192,874	177,552
CO ₂ pipelines, sources and other	22,345	3,246
Capital expenditures, before acquisitions and capitalized interest	215,219	180,798
Acquisitions of oil and natural gas properties	150	91,015
Capital expenditures, before capitalized interest	215,369	271,813
Capitalized interest	26,817	22,217
Capital expenditures, total	\$ 242,186	\$ 294,030

(1) Includes capitalized internal acquisition, exploration and development costs and pre-production tertiary startup costs.

For the nine months ended September 30, 2018, our operating cash flow of \$393.5 million exceeded our development capital expenditures and interest payments not reflected as interest for financial reporting payments by \$113.5 million.

Denbury Resources Inc.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Off-Balance Sheet Arrangements. Our off-balance sheet arrangements include operating leases for office space and various obligations for development and exploratory expenditures that arise from our normal capital expenditure program or from other transactions common to our industry, none of which are recorded on our balance sheet. In addition, in order to recover our undeveloped proved reserves, we must also fund the associated future development costs estimated in our proved reserve reports.

Our commitments and obligations consist of those detailed as of December 31, 2017, in our Form 10-K under *Management's Discussion and Analysis of Financial Condition and Results of Operations – Capital Resources and Liquidity – Commitments and Obligations*.

RESULTS OF OPERATIONS

Our tertiary operations represent a significant portion of our overall operations and are our primary long-term strategic focus. The economics of a tertiary field and the related impact on our financial statements differ from a conventional oil and gas play, and we have outlined certain of these differences in our Form 10-K and other public disclosures. Our focus on these types of operations impacts certain trends in both current and long-term operating results. Please refer to *Management's Discussion and Analysis of Financial Condition and Results of Operations – Financial Overview of Tertiary Operations* in our Form 10-K for further information regarding these matters.

Table of Contents

Denbury Resources Inc. Management's Discussion and Analysis of Financial Condition and Results of Operations

Operating Results Table

Certain of our operating results and statistics for the comparative three and nine months ended September 30, 2018 and 2017 are included in the following table:

<i>In thousands, except per-share and unit data</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Operating results				
Net income	\$ 78,419	\$ 442	\$ 148,219	\$ 36,371
Net income per common share – basic	0.17	0.00	0.35	0.09
Net income per common share – diluted	0.17	0.00	0.33	0.09
Net cash provided by operating activities	147,904	65,651	393,530	142,859
Average daily production volumes				
Bbls/d	57,410	58,376	58,621	58,182
Mcf/d	10,623	11,710	11,275	10,985
BOE/d ⁽¹⁾	59,181	60,328	60,500	60,013
Operating revenues				
Oil sales	\$ 377,329	\$ 256,621	\$ 1,088,021	\$ 768,912
Natural gas sales	2,299	2,409	7,193	7,176
Total oil and natural gas sales	<u>\$ 379,628</u>	<u>\$ 259,030</u>	<u>\$ 1,095,214</u>	<u>\$ 776,088</u>
Commodity derivative contracts⁽²⁾				
Receipt (payment) on settlements of commodity derivatives	\$ (61,611)	\$ 89	\$ (149,738)	\$ (38,618)
Noncash fair value gains (losses) on commodity derivatives ⁽³⁾	17,034	(25,352)	(39,863)	48,330
Commodity derivatives income (expense)	<u>\$ (44,577)</u>	<u>\$ (25,263)</u>	<u>\$ (189,601)</u>	<u>\$ 9,712</u>
Unit prices – excluding impact of derivative settlements				
Oil price per Bbl	\$ 71.44	\$ 47.78	\$ 67.99	\$ 48.41
Natural gas price per Mcf	2.35	2.24	2.34	2.39
Unit prices – including impact of derivative settlements⁽²⁾				
Oil price per Bbl	\$ 59.78	\$ 47.80	\$ 58.63	\$ 45.98
Natural gas price per Mcf	2.35	2.24	2.34	2.39
Oil and natural gas operating expenses				
Lease operating expenses	\$ 122,527	\$ 117,768	\$ 361,267	\$ 342,926
Marketing expenses, net of third-party purchases, and plant operating expenses ⁽⁴⁾	9,872	9,706	28,902	29,758
Production and ad valorem taxes	25,387	18,418	75,782	57,548
Oil and natural gas operating revenues and expenses per BOE				
Oil and natural gas revenues	\$ 69.73	\$ 46.67	\$ 66.31	\$ 47.37
Lease operating expenses	22.50	21.22	21.87	20.93
Marketing expenses, net of third-party purchases, and plant operating expenses ⁽⁴⁾	1.81	1.75	1.75	1.82
Production and ad valorem taxes	4.66	3.32	4.59	3.51
CO₂ sources – revenues and expenses				
CO ₂ sales and transportation fees	\$ 8,149	\$ 6,590	\$ 22,416	\$ 18,533
CO ₂ discovery and operating expenses	(708)	(1,346)	(1,670)	(2,452)
CO ₂ revenue and expenses, net	<u>\$ 7,441</u>	<u>\$ 5,244</u>	<u>\$ 20,746</u>	<u>\$ 16,081</u>

(1) Barrel of oil equivalent using the ratio of one barrel of oil to six Mcf of natural gas ("BOE").

- (2) See also *Commodity Derivative Contracts* below and *Item 3. Quantitative and Qualitative Disclosures about Market Risk* for information concerning our derivative transactions.
- (3) Noncash fair value gains (losses) on commodity derivatives is a non-GAAP measure and is different from “Commodity derivatives expense (income)” in the Unaudited Condensed Consolidated Statements of Operations in that the noncash fair value gains (losses) on commodity derivatives represent only the net changes between periods of the fair market values of commodity derivative positions, and exclude the impact of settlements on commodity derivatives during the period, which were payments on settlements of \$61.6 million and \$149.7 million for the three and nine months ended September 30, 2018, respectively, compared to receipts on settlements of \$0.1 million for the three months ended September 30, 2017 and payments on settlements of \$38.6 million for the nine months ended September 30, 2017, respectively. We believe that noncash fair value gains (losses) on commodity derivatives is a useful supplemental disclosure to “Commodity derivatives expense (income)” in order to differentiate noncash fair market value adjustments from receipts or payments upon settlements on commodity derivatives during the period. This supplemental disclosure is widely used within the industry and by securities analysts, banks and credit rating agencies in calculating EBITDA and in adjusting net income (loss) to present those measures on a comparative basis across companies, as well as to assess compliance with certain debt covenants. Noncash fair value gains (losses) on commodity derivatives is not a measure of financial or operating performance under GAAP, nor should it be considered in isolation or as a substitute for “Commodity derivatives expense (income)” in the Unaudited Condensed Consolidated Statements of Operations.
- (4) Represents “Marketing and plant operating expenses” as presented in the Unaudited Condensed Consolidated Statements of Operations excluding expenses for purchases of oil from third-parties.

Table of Contents

Denbury Resources Inc. Management's Discussion and Analysis of Financial Condition and Results of Operations

Production

Average daily production by area for each of the four quarters of 2017 and for the first, second, and third quarters of 2018 is shown below:

Operating Area	Average Daily Production (BOE/d)						
	First Quarter 2017	Second Quarter 2017	Third Quarter 2017	Fourth Quarter 2017	First Quarter 2018	Second Quarter 2018	Third Quarter 2018
Tertiary oil production							
Gulf Coast region							
Delhi	4,991	4,965	4,619	4,906	4,169	4,391	4,383
Hastings	4,288	4,400	4,867	5,747	5,704	5,716	5,486
Heidelberg	4,730	4,996	4,927	4,751	4,445	4,330	4,376
Oyster Bayou	5,075	5,217	4,870	4,868	5,056	4,961	4,578
Tinsley	6,666	6,311	6,506	6,241	6,053	5,755	5,294
Other	14	10	19	7	57	142	240
Mature properties ⁽¹⁾	7,502	7,171	6,893	6,763	6,726	6,725	6,612
Total Gulf Coast region	33,266	33,070	32,701	33,283	32,210	32,020	30,969
Rocky Mountain region							
Bell Creek	3,209	3,060	3,406	3,571	4,050	4,010	3,970
Salt Creek ⁽²⁾	—	23	2,228	2,172	2,002	2,049	2,274
Other	—	—	—	—	—	—	6
Total Rocky Mountain region	3,209	3,083	5,634	5,743	6,052	6,059	6,250
Total tertiary oil production	36,475	36,153	38,335	39,026	38,262	38,079	37,219
Non-tertiary oil and gas production							
Gulf Coast region							
Mississippi	1,342	1,004	867	721	875	901	1,038
Texas	4,333	5,002	4,024	4,617	4,386	4,947	4,533
Other	483	448	503	472	431	388	421
Total Gulf Coast region	6,158	6,454	5,394	5,810	5,692	6,236	5,992
Rocky Mountain region							
Cedar Creek Anticline	15,067	15,124	14,535	14,302	14,437	15,742	14,208
Other	1,626	1,475	1,514	1,533	1,485	1,490	1,409
Total Rocky Mountain region	16,693	16,599	16,049	15,835	15,922	17,232	15,617
Total non-tertiary production	22,851	23,053	21,443	21,645	21,614	23,468	21,609
Total continuing production	59,326	59,206	59,778	60,671	59,876	61,547	58,828
Property sales							
Lockhart Crossing ⁽³⁾	607	568	550	473	462	447	353
Total production	59,933	59,774	60,328	61,144	60,338	61,994	59,181

- (1) Mature properties include Brookhaven, Cranfield, Eucutta, Little Creek, Mallalieu, Martinville, McComb and Soso fields.
- (2) Represents production related to the acquisition of a 23% non-operated working interest in Salt Creek Field in Wyoming, which closed on June 30, 2017.
- (3) Includes production from Lockhart Crossing Field sold in the third quarter of 2018.

Total continuing production during the third quarter of 2018 averaged 58,828 BOE/d, including 37,219 Bbls/d, or 63%, from tertiary properties and 21,609 BOE/d from non-tertiary properties. Total continuing production excludes production from Lockhart Crossing Field sold in the third quarter of 2018. This total continuing production level represents a decrease of 2,719 BOE/d (4%) compared to second quarter of 2018 production levels, and a decrease of 950 BOE/d (2%) compared to third quarter of 2017

Table of Contents

Denbury Resources Inc.

Management's Discussion and Analysis of Financial Condition and Results of Operations

production levels. Our production during the three and nine months ended September 30, 2018 was 97% oil, consistent with oil production during the prior-year periods. The sequential quarter decrease was primarily due to a scheduled pause in our Mission Canyon drilling program, production downtime at Cedar Creek Anticline and Oyster Bayou fields, and the seasonal impacts of summer temperatures at certain Gulf Coast fields.

Continuing oil production from our tertiary operations during the third quarter of 2018 decreased 860 Bbls/d (2%) when comparing the second and third quarters of 2018 and decreased 1,116 Bbls/d (3%) compared to the third quarter of 2017. The sequential decrease was primarily due to unplanned downtime at Oyster Bayou and the seasonal impacts of summer temperatures and workovers at Tinsley, Oyster Bayou, and Hastings fields in the Gulf Coast region, slightly offset by increased production at Salt Creek Field in the Rocky Mountain region. The year-over-year decrease in production was due principally to expected natural production declines at Tinsley, Heidelberg, and our mature fields, partially offset by higher production from the redevelopment project in mid-2017 at Hastings Field and production response from continued expansion at Bell Creek Field.

Continuing production from our non-tertiary operations averaged 21,609 BOE/d during the third quarter of 2018, a decrease of 1,859 BOE/d (8%) compared to the second quarter of 2018 principally due to the pause at Mission Canyon and production downtime at Cedar Creek Anticline mentioned above. Compared to the third quarter of 2017, continuing production from our non-tertiary operations increased slightly by 166 BOE/d (1%), primarily due to the new Mission Canyon wells drilled in early 2018, offset in part by production downtime at Cedar Creek Anticline.

Oil and Natural Gas Revenues

Our oil and natural gas revenues during the three and nine months ended September 30, 2018 increased 47% and 41%, respectively, compared to these revenues for the same periods in 2017. The changes in our oil and natural gas revenues are due to changes in production quantities and commodity prices (excluding any impact of our commodity derivative contracts), as reflected in the following table:

	Three Months Ended September 30, 2018 vs. 2017		Nine Months Ended September 30, 2018 vs. 2017	
	Increase (Decrease) in Revenues	Percentage Increase (Decrease) in Revenues	Increase in Revenues	Percentage Increase in Revenues
<i>In thousands</i>				
Change in oil and natural gas revenues due to:				
Increase (decrease) in production	\$ (4,924)	(2)%	\$ 6,299	1%
Increase in commodity prices	125,522	49 %	312,827	40%
Total increase in oil and natural gas revenues	<u>\$ 120,598</u>	<u>47 %</u>	<u>\$ 319,126</u>	<u>41%</u>

Table of Contents

Denbury Resources Inc.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Excluding any impact of our commodity derivative contracts, our net realized commodity prices and NYMEX differentials were as follows during the first quarters, second quarters, third quarters and nine months ended September 30, 2018 and 2017:

	Three Months Ended						Nine Months Ended	
	March 31,		June 30,		September 30,		September 30,	
	2018	2017	2018	2017	2018	2017	2018	2017
Average net realized prices								
Oil price per Bbl	\$ 64.25	\$ 50.31	\$ 68.24	\$ 47.16	\$ 71.44	\$ 47.78	\$ 67.99	\$ 48.41
Natural gas price per Mcf	2.44	2.50	2.21	2.46	2.35	2.24	2.34	2.39
Price per BOE	62.61	49.35	66.57	46.12	69.73	46.67	66.31	47.37
Average NYMEX differentials								
Gulf Coast region								
Oil per Bbl	\$ 2.05	\$ (1.42)	\$ 1.12	\$ (0.78)	\$ 3.21	\$ 0.01	\$ 2.10	\$ (0.71)
Natural gas per Mcf	0.10	0.09	0.04	(0.03)	0.06	(0.11)	0.07	(0.03)
Rocky Mountain region								
Oil per Bbl	\$ (0.06)	\$ (2.09)	\$ (0.84)	\$ (1.96)	\$ (0.54)	\$ (0.98)	\$ (0.47)	\$ (1.69)
Natural gas per Mcf	(0.92)	(0.97)	(1.25)	(1.42)	(1.05)	(1.38)	(1.07)	(1.25)
Total Company								
Oil per Bbl	\$ 1.29	\$ (1.64)	\$ 0.39	\$ (1.16)	\$ 1.84	\$ (0.34)	\$ 1.16	\$ (1.04)
Natural gas per Mcf	(0.40)	(0.57)	(0.62)	(0.69)	(0.51)	(0.72)	(0.51)	(0.67)

Prices received in a regional market fluctuate frequently and can differ from NYMEX pricing due to a variety of reasons, including supply and/or demand factors, crude oil quality, and location differentials.

- Gulf Coast Region.** Our average NYMEX oil differential in the Gulf Coast region was a positive \$3.21 per Bbl and a positive \$0.01 per Bbl during the third quarters of 2018 and 2017, respectively, and a positive \$1.12 per Bbl during the second quarter of 2018. These differentials are impacted significantly by the changes in prices received for our crude oil sold under LLS index prices relative to the changes in NYMEX prices, as well as various other price adjustments such as those noted above. The average LLS-to-NYMEX differential (on a trade-month basis) averaged a positive \$4.48 per Bbl in the third quarter of 2018, an increase from the positive \$2.37 per Bbl in the third quarter of 2017 and a positive \$3.32 per Bbl in the second quarter of 2018. During the third quarter of 2018, we sold approximately 60% of our crude oil at prices based on, or partially tied to, the LLS index price, and the balance at prices based on various other indexes tied to NYMEX prices, primarily in the Rocky Mountain region.
- Rocky Mountain Region.** NYMEX oil differentials in the Rocky Mountain region averaged \$0.54 per Bbl and \$0.98 per Bbl below NYMEX during the third quarters of 2018 and 2017, respectively, and \$0.84 per Bbl below NYMEX during the second quarter of 2018. Differentials in the Rocky Mountain region can fluctuate significantly on a month-to-month basis due to weather, refinery or transportation issues, and Canadian and U.S. crude oil price index volatility.

Table of Contents

Denbury Resources Inc. Management's Discussion and Analysis of Financial Condition and Results of Operations

Commodity Derivative Contracts

The following table summarizes the impact our crude oil derivative contracts had on our operating results for the three and nine months ended September 30, 2018 and 2017:

<i>In thousands</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Receipt (payment) on settlements of commodity derivatives	\$ (61,611)	\$ 89	\$ (149,738)	\$ (38,618)
Noncash fair value gains (losses) on commodity derivatives ⁽¹⁾	17,034	(25,352)	(39,863)	48,330
Total income (expense)	<u>\$ (44,577)</u>	<u>\$ (25,263)</u>	<u>\$ (189,601)</u>	<u>\$ 9,712</u>

(1) Noncash fair value gains (losses) on commodity derivatives is a non-GAAP measure. See *Operating Results Table* above for a discussion of the reconciliation between noncash fair value gains (losses) on commodity derivatives to "Commodity derivatives expense (income)" in the Unaudited Condensed Consolidated Statements of Operations.

In order to provide a level of price protection to a portion of our oil production, we have hedged a portion of our estimated oil production through 2020 using both NYMEX and LLS fixed-price swaps and three-way collars. See Note 5, *Commodity Derivative Contracts*, to the Consolidated Financial Statements for additional details of our outstanding commodity derivative contracts as of September 30, 2018, and Item 3, *Quantitative and Qualitative Disclosures about Market Risk* below for additional discussion. In addition, the following table summarizes our commodity derivative contracts as of November 7, 2018:

		4Q 2018	1H 2019	2H 2019	2020
WTI NYMEX	Volumes Hedged (Bbbls/d)	15,500	—	—	—
Fixed-Price Swaps	Swap Price ⁽¹⁾	\$50.13	—	—	—
WTI NYMEX	Volumes Hedged (Bbbls/d)	5,000	3,500	—	—
Fixed-Price Swaps	Swap Price ⁽¹⁾	\$56.54	\$59.05	—	—
Argus LLS	Volumes Hedged (Bbbls/d)	5,000	4,000	4,000	—
Fixed-Price Swaps	Swap Price ⁽¹⁾	\$60.18	\$71.40	\$71.40	—
WTI NYMEX	Volumes Hedged (Bbbls/d)	15,000	8,500	12,000	—
3-Way Collars	Sold Put Price / Floor / Ceiling Price ⁽¹⁾⁽²⁾	\$36.50 / \$46.50 / \$53.88	\$47.00 / \$55.00 / \$66.71	\$47.00 / \$55.00 / \$66.23	—
WTI NYMEX	Volumes Hedged (Bbbls/d)	—	10,000	10,000	1,000
3-Way Collars	Sold Put Price / Floor / Ceiling Price ⁽¹⁾⁽²⁾	—	\$50.40 / \$58.40 / \$72.69	\$50.40 / \$58.40 / \$72.69	\$50.00 / \$60.00 / \$82.50
Argus LLS	Volumes Hedged (Bbbls/d)	—	3,000	3,000	—
3-Way Collars	Sold Put Price / Floor / Ceiling Price ⁽¹⁾⁽²⁾	—	\$54.00 / \$62.00 / \$78.50	\$54.00 / \$62.00 / \$78.50	—
Argus LLS	Volumes Hedged (Bbbls/d)	—	2,500	2,500	1,000
3-Way Collars	Sold Put Price / Floor / Ceiling Price ⁽¹⁾⁽²⁾	—	\$55.60 / \$64.40 / \$81.65	\$55.60 / \$64.40 / \$81.65	\$55.00 / \$65.00 / \$86.80
	Total Volumes Hedged (Bbbls/d)	40,500	31,500	31,500	2,000

(1) Averages are volume weighted.

(2) If oil prices were to average less than the sold put price, receipts on settlement would be limited to the difference between the floor price and the sold put price.

Based on current contracts in place and NYMEX oil futures prices as of November 7, 2018, which averaged approximately \$62 per Bbl, we currently expect that we would make cash payments of approximately \$45 million during the remainder of 2018

Table of Contents

Denbury Resources Inc.

Management's Discussion and Analysis of Financial Condition and Results of Operations

upon settlement of the 2018 contracts, the amount of which is dependent upon fluctuations in future NYMEX oil prices in relation to the prices of our 2018 fixed-price swaps which have weighted average prices of \$51.69 per Bbl and \$60.18 per Bbl for NYMEX and LLS hedges, respectively, and weighted average ceiling prices of our 2018 three-way collars of \$53.88 per Bbl. Changes in commodity prices, expiration of contracts, and new commodity contracts entered into cause fluctuations in the estimated fair value of our oil derivative contracts. Because we do not utilize hedge accounting for our commodity derivative contracts, the period-to-period changes in the fair value of these contracts, as outlined above, are recognized in our statements of operations.

Production Expenses

Lease Operating Expenses

<i>In thousands, except per-BOE data</i>	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2018	2017	2018	2017
Total lease operating expenses	\$ 122,527	\$ 117,768	\$ 361,267	\$ 342,926
Total lease operating expenses per BOE	\$ 22.50	\$ 21.22	\$ 21.87	\$ 20.93

Total lease operating expenses increased \$4.8 million (4%) and \$18.3 million (5%) on an absolute-dollar basis, or \$1.28 (6%) and \$0.94 (4%) on a per-BOE basis, during the three and nine months ended September 30, 2018, respectively, compared to levels in the same periods in 2017. Our lease operating expenses during the current-year periods were primarily impacted by an increase in workover expense and contract labor. Lease operating expenses for the nine months ended September 30, 2018 were further impacted by operating expenses related to our non-operated working interest in Salt Creek Field, which was acquired in June 2017 and has higher per-BOE operating cost than our corporate average, and higher CO₂ expense due to increases in oil prices. Sequentially, lease operating expenses increased \$2.1 million (2%) on an absolute-dollar basis primarily due to higher workover expense and \$1.16 (5%) on a per-BOE basis between the second quarter of 2018 and the third quarter of 2018, with the per-BOE change further impacted by lower production volumes.

Currently, our CO₂ expense comprises approximately 20% of our typical tertiary lease operating expenses, and for the CO₂ reserves we already own, consists of CO₂ production expenses, and for the CO₂ reserves we do not own, consists of our purchase of CO₂ from royalty and working interest owners and industrial sources. During the third quarters of 2018 and 2017, approximately 52% and 55%, respectively, of the CO₂ utilized in our CO₂ floods consisted of CO₂ owned and produced by us (our net revenue interest). The price we pay others for CO₂ varies by source and is generally indexed to oil prices. When combining the production cost of the CO₂ we own with what we pay third parties for CO₂, our average cost of CO₂ was approximately \$0.41 per Mcf during the third quarter of 2018, including taxes paid on CO₂ production but excluding depletion, depreciation and amortization of capital expended at our CO₂ source fields and industrial sources. This per-Mcf CO₂ cost during the third quarter of 2018 was lower than the \$0.46 per Mcf comparable measure during the third quarter of 2017 and \$0.44 per Mcf comparable measure during the second quarter of 2018 due to higher injection volumes and a lower utilization in our Gulf Coast region of industrial-sourced CO₂, which has a higher average cost than our naturally-occurring CO₂ sources.

Marketing and Plant Operating Expenses

Marketing and plant operating expenses primarily consist of amounts incurred relating to the marketing, processing, and transportation of oil and natural gas production. Marketing and plant operating expenses were \$12.4 million and \$11.8 million for the three months ended September 30, 2018 and 2017, respectively, and \$36.4 million and \$39.8 million for the nine months ended September 30, 2018 and 2017, respectively.

Taxes Other Than Income

Taxes other than income includes production, ad valorem and franchise taxes. Taxes other than income increased \$7.1 million (35%) during the three months ended September 30, 2018 compared to the same prior-year period and increased \$19.0 million (30%) during the nine months ended September 30, 2018 compared to the same period in 2017 due primarily to an increase in production taxes resulting from higher oil and natural gas revenues.

Table of Contents

Denbury Resources Inc. Management's Discussion and Analysis of Financial Condition and Results of Operations

General and Administrative Expenses ("G&A")

<i>In thousands, except per-BOE data and employees</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Gross cash compensation and administrative costs	\$ 57,765	\$ 64,104	\$ 172,287	\$ 193,853
Gross stock-based compensation	4,597	4,252	11,126	15,684
Operator labor and overhead recovery charges	(31,586)	(32,211)	(94,910)	(96,319)
Capitalized exploration and development costs	(9,197)	(8,872)	(27,280)	(31,915)
Net G&A expense	<u>\$ 21,579</u>	<u>\$ 27,273</u>	<u>\$ 61,223</u>	<u>\$ 81,303</u>
G&A per BOE				
Net administrative costs	\$ 3.31	\$ 4.32	\$ 3.18	\$ 4.22
Net stock-based compensation	0.65	0.59	0.53	0.74
Net G&A expenses	<u>\$ 3.96</u>	<u>\$ 4.91</u>	<u>\$ 3.71</u>	<u>\$ 4.96</u>
Employees as of September 30	847	897		

Our gross G&A expenses on an absolute-dollar basis decreased \$6.0 million (9%) and \$26.1 million (12%) during the three and nine months ended September 30, 2018, respectively, compared to the same periods in 2017, primarily due to 2017 severance-related payments associated with the workforce reduction recognized in the third quarter of 2017 and lower employee-related costs such as salaries and long-term incentives during the nine months ended September 30, 2018 following the August 2017 involuntary workforce reduction.

Net G&A expense on a per-BOE basis decreased 19% and 25% during the three and nine months ended September 30, 2018, respectively, compared to levels in the same periods in 2017 due to the items previously mentioned impacting gross G&A during the 2018 periods, with the nine-month period ended September 30, 2018 partially offset by lower capitalized exploration and development costs.

Our well operating agreements allow us, when we are the operator, to charge a well with a specified overhead rate during the drilling phase and also to charge a monthly fixed overhead rate for each producing well. In addition, salaries associated with field personnel are initially recorded as gross cash compensation and administrative costs and subsequently reclassified to lease operating expenses or capitalized to field development costs to the extent those individuals are dedicated to oil and gas production, exploration, and development activities.

Table of Contents

Denbury Resources Inc.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Interest and Financing Expenses

<i>In thousands, except per-BOE data and interest rates</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Cash interest ⁽¹⁾	\$ 46,515	\$ 45,110	\$ 138,660	\$ 130,962
Less: interest on Senior Secured Notes and Convertible Senior Notes not reflected as interest for financial reporting purposes ⁽¹⁾	(21,186)	(12,604)	(64,849)	(37,761)
Noncash interest expense	2,712	1,456	4,980	4,801
Less: capitalized interest	(9,514)	(9,416)	(26,817)	(22,217)
Interest expense, net	\$ 18,527	\$ 24,546	\$ 51,974	\$ 75,785
Interest expense, net per BOE	\$ 3.40	\$ 4.42	\$ 3.15	\$ 4.63
Average debt principal outstanding	\$ 2,542,712	\$ 2,971,205	\$ 2,611,225	\$ 2,887,010
Average interest rate ⁽²⁾	7.3%	6.1%	7.1%	6.0%

- (1) Cash interest is presented on an accrual basis and includes the portion of interest on our 2021 Senior Secured Notes, 2022 Senior Secured Notes, 2023 Convertible Senior Notes and 2024 Convertible Senior Notes versus the GAAP financial statement presentation in which interest on these notes is accounted for as debt and not reflected as interest for financial reporting purposes in accordance with Financial Accounting Standards Board Codification 470-60, *Troubled Debt Restructuring by Debtors*. See below for further discussion.
- (2) Includes commitment fees but excludes debt issue costs.

As reflected in the table above, cash interest expense during the three and nine months ended September 30, 2018 increased \$1.4 million (3%) and \$7.7 million (6%), respectively, when compared to the prior-year periods due primarily to the series of exchange transactions completed during 2017 and 2018 (see *Overview – Debt Reduction Transactions*) and issuance of 2024 Senior Secured Notes during the third quarter of 2018. Despite an overall reduction in the debt principal balance as a result of the exchange transactions, our average interest rate increased between the third quarter of 2017 and 2018 as the combined interest payments on the senior secured and convertible senior notes was higher than the previously issued senior subordinated notes and interest rate on our senior secured bank credit facility. As more fully described in Note 4, *Long-Term Debt*, to the Unaudited Condensed Consolidated Financial Statements, the exchange transactions were accounted for in accordance with Financial Accounting Standards Board Codification 470-60, *Troubled Debt Restructuring by Debtors*, whereby most of the future interest associated with the 2021 Senior Secured Notes, 2022 Senior Secured Notes, 2023 Convertible Senior Notes and 2024 Convertible Senior Notes was recorded as debt as of the transaction date, which will be reduced as semiannual interest payments are made. During the second quarter of 2018, the debt principal balance and future interest applicable to the 2024 Convertible Senior Notes and 2023 Convertible Senior Notes, respectively, were reclassified to “Paid-in capital in excess of par” and “Common stock” in our Unaudited Condensed Consolidated Balance Sheets upon the conversion of those notes into shares of Denbury common stock (see *Overview – Debt Reduction Transactions*). The conversion of these notes saves the Company annual cash interest payments of \$5.9 million. Future interest payable related to our senior secured second lien notes recorded as debt totaled \$292.6 million as of September 30, 2018. Therefore, interest expense reflected in our Unaudited Condensed Consolidated Financial Statements will be significantly lower than the actual cash interest payment. Capitalized interest during the nine months ended September 30, 2018 increased \$4.6 million (21%) compared to the same period in 2017, primarily due to an increase in the number of projects that qualify for interest capitalization.

Table of Contents

Denbury Resources Inc. Management's Discussion and Analysis of Financial Condition and Results of Operations

Depletion, Depreciation, and Amortization ("DD&A")

<i>In thousands, except per-BOE data</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Oil and natural gas properties	\$ 32,559	\$ 29,990	\$ 97,788	\$ 86,973
CO ₂ properties, pipelines, plants and other property and equipment	18,757	22,111	58,923	67,475
Total DD&A	<u>\$ 51,316</u>	<u>\$ 52,101</u>	<u>\$ 156,711</u>	<u>\$ 154,448</u>
DD&A per BOE				
Oil and natural gas properties	\$ 5.98	\$ 5.40	\$ 5.92	\$ 5.31
CO ₂ properties, pipelines, plants and other property and equipment	3.45	3.99	3.57	4.12
Total DD&A cost per BOE	<u>\$ 9.43</u>	<u>\$ 9.39</u>	<u>\$ 9.49</u>	<u>\$ 9.43</u>

The increase in our oil and natural gas properties depletion during the three and nine months ended September 30, 2018 when compared to the same periods in 2017 was primarily due to an increase in depletable costs associated with our reserves base, partially offset by an increase in proved oil and natural gas reserve quantities. Total DD&A per BOE during the three months ended September 30, 2018 was also impacted by a decrease in production volumes during 2018 when compared to production in the 2017 period.

Income Taxes

<i>In thousands, except per-BOE amounts and tax rates</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Current income tax expense (benefit)	\$ (1,888)	\$ 1,072	\$ (3,674)	\$ (18,828)
Deferred income tax expense (benefit)	17,504	(15,301)	42,741	35,846
Total income tax expense (benefit)	<u>\$ 15,616</u>	<u>\$ (14,229)</u>	<u>\$ 39,067</u>	<u>\$ 17,018</u>
Average income tax expense (benefit) per BOE	\$ 2.87	\$ (2.57)	\$ 2.37	\$ 1.04
Effective tax rate	16.6%	103.2%	20.9%	31.9%
Total net deferred tax liability	\$ 249,264	\$ 329,724		

We evaluate our estimated annual effective income tax rate based on current and forecasted business results and enacted tax laws on a quarterly basis and apply this tax rate to our ordinary income or loss to calculate our estimated tax liability or benefit. Our income taxes are based on an estimated statutory rate of approximately 25% and 38% in 2018 and 2017, respectively, due to a reduction of the federal income tax rate from 35% to 21% as enacted by the Tax Cut and Jobs Act in December 2017. Our effective tax rates for the three and nine months ended September 30, 2018 were lower than our estimated statutory rate, primarily due to tax benefits resulting from enhanced oil recovery income tax credits and stock-based compensation (tax deduction greater than book expense recognized). Our effective tax rate for the three months ended September 30, 2017, differed from our estimated statutory rate, primarily due to the impact of recognizing a tax benefit of \$8.6 million for enhanced oil recovery income tax credits, which was offset in part by a stock-based compensation deduction shortfall of \$2.1 million. With last year's pre-tax income for the three months ended September 30, 2017 being close to break-even, the net tax benefit from these items had a significant impact on the effective tax rate during that period.

The current income tax benefits for the nine months ended September 30, 2018 and 2017, represent the estimated receivable resulting from alternative minimum tax credits.

As of September 30, 2018, we had estimated amounts available for carry forward of \$58.3 million of enhanced oil recovery credits related to our tertiary operations, \$21.6 million of research and development credits, and \$10.3 million of alternative

Table of Contents

Denbury Resources Inc.

Management's Discussion and Analysis of Financial Condition and Results of Operations

minimum tax credits (net of \$10.3 million related to the estimated credits to be applied to our 2018 tax return), which under the Tax Cut and Jobs Act, will be fully refundable by 2021. The enhanced oil recovery credits and research and development credits do not begin to expire until 2024 and 2031, respectively.

Per-BOE Data

The following table summarizes our cash flow and results of operations on a per-BOE basis for the comparative periods. Each of the significant individual components is discussed above.

<i>Per-BOE data</i>	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2018	2017	2018	2017
Oil and natural gas revenues	\$ 69.73	\$ 46.67	\$ 66.31	\$ 47.37
Receipt (payment) on settlements of commodity derivatives	(11.32)	0.02	(9.07)	(2.36)
Lease operating expenses	(22.50)	(21.22)	(21.87)	(20.93)
Production and ad valorem taxes	(4.66)	(3.32)	(4.59)	(3.51)
Marketing expenses, net of third-party purchases, and plant operating expenses	(1.81)	(1.75)	(1.75)	(1.82)
Production netback	29.44	20.40	29.03	18.75
CO ₂ sales, net of operating and exploration expenses	1.37	0.95	1.26	0.98
General and administrative expenses	(3.96)	(4.91)	(3.71)	(4.96)
Interest expense, net	(3.40)	(4.42)	(3.15)	(4.63)
Other	1.26	0.27	0.44	1.78
Changes in assets and liabilities relating to operations	2.46	(0.46)	(0.04)	(3.20)
Cash flows from operations	27.17	11.83	23.83	8.72
DD&A	(9.43)	(9.39)	(9.49)	(9.43)
Deferred income taxes	(3.21)	2.76	(2.59)	(2.19)
Noncash fair value gains (losses) on commodity derivatives ⁽¹⁾	3.13	(4.57)	(2.41)	2.95
Other noncash items	(3.26)	(0.55)	(0.37)	2.17
Net income	\$ 14.40	\$ 0.08	\$ 8.97	\$ 2.22

- (1) Noncash fair value gains (losses) on commodity derivatives is a non-GAAP measure. See *Operating Results Table* above for a discussion of the reconciliation between noncash fair value gains (losses) on commodity derivatives to “Commodity derivatives expense (income)” in the Unaudited Condensed Consolidated Statements of Operations.

CRITICAL ACCOUNTING POLICIES

For additional discussion of our critical accounting policies, see *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our Form 10-K. Any new accounting policies or updates to existing accounting policies as a result of new accounting pronouncements have been included in the notes to the Company's Unaudited Condensed Consolidated Financial Statements contained in this Quarterly Report on Form 10-Q.

FORWARD-LOOKING INFORMATION

The data and/or statements contained in this Quarterly Report on Form 10-Q that are not historical facts, including, but not limited to, statements found in the section *Management's Discussion and Analysis of Financial Condition and Results of Operations*, are forward-looking statements, as that term is defined in Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that involve a number of risks and uncertainties. Such forward-looking statements may be or may concern, among other things, financial forecasts, future hydrocarbon prices and their volatility, the sustainability of current oil prices, current

or future liquidity sources or their adequacy to support our anticipated future activities, our ability to further reduce our debt levels, together with assumptions based on current and projected production levels, oil and gas prices and oilfield costs, current or future expectations or estimations of our cash flows or the impact of changes in commodity prices on cash flows, availability of capital, borrowing capacity, price and availability of advantageous commodity derivative contracts or the predicted cash flow benefits therefrom, forecasted capital expenditures, drilling activity or methods, including the timing and location thereof, the nature of any future asset purchase or sales or the timing or proceeds thereof, estimated timing of commencement of CO₂ flooding of particular fields or areas, including CCA, or the availability of capital for CCA pipeline construction, or its ultimate cost or date of completion, timing of CO₂ injections and initial production responses in tertiary flooding projects, development activities, finding costs, anticipated future cost savings, capital budgets, interpretation or prediction of formation details, hydrocarbon reserve quantities and values, CO₂ reserves and supply and their availability, potential reserves, barrels or percentages of recoverable original oil in place, levels of U.S. and worldwide tariffs or other trade restrictions, the likelihood, timing and impact of increased interest rates, the impact of regulatory rulings or changes, anticipated outcomes of pending litigation, prospective legislation affecting the oil and gas industry, environmental regulations, mark-to-market values, competition, rates of return, estimated costs, changes in costs, future capital expenditures and overall economics, worldwide economic conditions and other variables surrounding operations and future plans. Such forward-looking statements generally are accompanied by words such as “plan,” “estimate,” “expect,” “predict,” “forecast,” “to our knowledge,” “anticipate,” “projected,” “preliminary,” “should,” “assume,” “believe,” “may” or other words that convey, or are intended to convey, the uncertainty of future events or outcomes. Such forward-looking information is based upon management’s current plans, expectations, estimates, and assumptions and is subject to a number of risks and uncertainties that could significantly and adversely affect current, anticipated actions, the timing of such actions and our financial condition and results of operations. As a consequence, actual results may differ materially from expectations, estimates or assumptions expressed in or implied by any forward-looking statements made by us or on our behalf. Among the factors that could cause actual results to differ materially are fluctuations in worldwide oil prices or in U.S. oil prices and consequently in the prices received or demand for our oil and natural gas; decisions as to production levels and/or pricing by OPEC or production levels by U.S. shale producers in future periods; levels of future capital expenditures; effects of our indebtedness; success of our risk management techniques; accuracy of our cost estimates; availability or terms of credit in the commercial banking or other debt markets; fluctuations in the prices of goods and services; the uncertainty of drilling results and reserve estimates; operating hazards and remediation costs; disruption of operations and damages from well incidents, hurricanes, tropical storms, forest fires, or other natural occurrences; acquisition risks; requirements for capital or its availability; conditions in the worldwide financial, trade and credit markets; general economic conditions; competition; government regulations, including changes in tax or environmental laws or regulations; and unexpected delays, as well as the risks and uncertainties inherent in oil and gas drilling and production activities or that are otherwise discussed in this quarterly report, including, without limitation, the portions referenced above, and the uncertainties set forth from time to time in our other public reports, filings and public statements including, without limitation, the Company’s most recent Form 10-K.

Item 3. Quantitative and Qualitative Disclosures about Market Risk*Debt and Interest Rate Sensitivity*

We finance some of our acquisitions and other expenditures with fixed and variable rate debt. These debt agreements expose us to market risk related to changes in interest rates. As of September 30, 2018, we did not have any outstanding borrowings on our senior secured bank credit facility. None of our existing debt has any triggers or covenants regarding our debt ratings with rating agencies, although under the NEJD financing lease, in light of credit downgrades in February 2016, we were required to provide a \$41.3 million letter of credit to the lessor, which we provided on March 4, 2016. The letter of credit may be drawn upon in the event we fail to make a payment due under the pipeline financing lease agreement or upon other specified defaults set out in the pipeline financing lease agreement (filed as Exhibit 99.1 to the Form 8-K filed with the SEC on June 5, 2008). The fair values of our senior secured second lien notes and senior subordinated notes are based on quoted market prices. The following table presents the principal and fair values of our outstanding debt as of September 30, 2018.

<i>In thousands</i>	2021	2022	2023	2024	Total	Fair Value
Fixed rate debt:						
9% Senior Secured Second Lien Notes due 2021	\$ 614,919	\$ —	\$ —	\$ —	\$ 614,919	\$ 664,113
9¼% Senior Secured Second Lien Notes due 2022	—	455,668	—	—	455,668	490,982
7½% Senior Secured Second Lien Notes due 2024	—	—	—	450,000	450,000	462,375
6¾% Senior Subordinated Notes due 2021	203,545	—	—	—	203,545	198,456
5½% Senior Subordinated Notes due 2022	—	314,662	—	—	314,662	290,276
4½% Senior Subordinated Notes due 2023	—	—	307,978	—	307,978	270,836

See Note 4, *Long-Term Debt*, to the Unaudited Condensed Consolidated Financial Statements for details regarding our long-term debt.

Commodity Derivative Contracts

We enter into oil derivative contracts to provide an economic hedge of our exposure to commodity price risk associated with anticipated future oil production and to provide more certainty to our future cash flows. We do not hold or issue derivative financial instruments for trading purposes. Generally, these contracts have consisted of various combinations of price floors, collars, three-way collars, fixed-price swaps, fixed-price swaps enhanced with a sold put, and basis swaps. The production that we hedge has varied from year to year depending on our levels of debt, financial strength, and expectation of future commodity prices. In order to provide a level of price protection to a portion of our oil production, we have hedged a portion of our estimated oil production through 2020 using both NYMEX and LLS fixed-price swaps and three-way collars. Depending on market conditions, we may continue to add to our existing 2019 and 2020 hedges. See also Note 5, *Commodity Derivative Contracts*, and Note 6, *Fair Value Measurements*, to the Unaudited Condensed Consolidated Financial Statements for additional information regarding our commodity derivative contracts.

All of the mark-to-market valuations used for our commodity derivatives are provided by external sources. We manage and control market and counterparty credit risk through established internal control procedures that are reviewed on an ongoing basis. We attempt to minimize credit risk exposure to counterparties through formal credit policies, monitoring procedures and diversification. All of our commodity derivative contracts are with parties that are lenders under our senior secured bank credit facility (or affiliates of such lenders). We have included an estimate of nonperformance risk in the fair value measurement of our commodity derivative contracts, which we have measured for nonperformance risk based upon credit default swaps or credit spreads.

For accounting purposes, we do not apply hedge accounting treatment to our commodity derivative contracts. This means that any changes in the fair value of these commodity derivative contracts will be charged to earnings instead of charging the effective portion to other comprehensive income and the ineffective portion to earnings.

At September 30, 2018, our commodity derivative contracts were recorded at their fair value, which was a net liability of \$138.9 million, a \$17.1 million decrease from the \$156.0 million net liability recorded at June 30, 2018, and a \$39.8 million increase from the \$99.1 million net liability recorded at December 31, 2017. These changes are primarily related to the expiration

of commodity derivative contracts during the three and nine months ended September 30, 2018, new commodity derivative contracts entered into during 2018 for future periods, and to the changes in oil futures prices between December 31, 2017 and September 30, 2018.

Commodity Derivative Sensitivity Analysis

Based on NYMEX and LLS crude oil futures prices as of September 30, 2018, and assuming both a 10% increase and decrease thereon, we would expect to make payments on our crude oil derivative contracts as shown in the following table:

	Receipt / (Payment)
<i>In thousands</i>	Crude Oil Derivative Contracts
Based on:	
Futures prices as of September 30, 2018	\$ (110,992)
10% increase in prices	(208,483)
10% decrease in prices	(48,434)

Our commodity derivative contracts are used as an economic hedge of our exposure to commodity price risk associated with anticipated future production. As a result, changes in receipts or payments of our commodity derivative contracts due to changes in commodity prices as reflected in the above table would be mostly offset by a corresponding increase or decrease in the cash receipts on sales of our oil production to which those commodity derivative contracts relate.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures. As of the end of the period covered by this report, an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) was performed under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of September 30, 2018, to ensure that information that is required to be disclosed in the reports the Company files and submits under the Securities Exchange Act of 1934 is recorded, that it is processed, summarized and reported within the time periods specified in the SEC's rules and forms; and that information that is required to be disclosed under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Evaluation of Changes in Internal Control over Financial Reporting. Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we have determined that, during the third quarter of fiscal 2018, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are involved in various lawsuits, claims and regulatory proceedings incidental to our businesses. While we currently believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material adverse effect on our business or finances, litigation is subject to inherent uncertainties. Although a single or multiple adverse rulings or settlements could possibly have a material adverse effect on our business or finances, we only accrue for losses from litigation and claims if we determine that a loss is probable and the amount can be reasonably estimated.

Riley Ridge Helium Supply Contract Claim

As part of our 2010 and 2011 acquisitions of the Riley Ridge Unit and associated gas processing facility that was under construction, the Company assumed a 20-year helium supply contract under which we agreed to supply the helium separated from the full well stream by operation of the gas processing facility to a third-party purchaser, APMTG Helium, LLC. The helium supply contract provides for the delivery of a minimum contracted quantity of helium, subject to adjustment after startup of the Riley Ridge gas processing facility, with liquidated damages payable if specified quantities of helium are not supplied in accordance with the terms of the contract. The liquidated damages are specified in the contract at up to \$8.0 million per contract year and are capped at an aggregate of \$46.0 million over the term of the contract. As the gas processing facility has been shut-in since mid-2014, we have not been able to supply helium under the helium supply contract. APMTG Helium, LLC filed a case in November 2014 in the Ninth Judicial District Court of Sublette County, Wyoming, claiming multiple years of liquidated damages for non-delivery of volumes of helium specified under the helium supply contract. The Company's position is that our contractual obligations are excused by virtue of events that fall within the force majeure provisions in the helium supply contract. The evidentiary phase of the trial concluded on November 29, 2017. The parties submitted written closing briefs and rebuttal briefs to the District Court during February and April of 2018. We are currently awaiting a ruling from the District Court, and we are unable to predict at this time the outcome of this dispute.

Environmental Protection Agency Matter Concerning Citronelle and Other Fields

The Company has entered into a series of tolling agreements (effective through March 31, 2019) with the Environmental Protection Agency ("EPA"), and has been in discussions with the agency over the past several years regarding the EPA's contention that it has causes of action under the Clean Water Act ("CWA") related to releases (principally between 2008 and 2013) of oil and produced water containing small amounts of oil in the Citronelle Field in southern Alabama and several fields in Mississippi. The EPA has taken the position that these releases were in violation of the CWA. Discussions are focused upon actions taken or to be taken by Denbury, including enhancements to the Company's mechanical integrity program designed to minimize the occurrence and impact of any future releases in these fields.

Based upon recent discussions with the EPA, the Company currently anticipates that in the next several months it will reach agreement with the EPA as to a consent decree regarding the EPA's claims, which consent decree will provide for a monetary fine as a civil penalty. The Company anticipates that any such civil penalty would not be material to the Company's business or financial condition.

Item 1A. Risk Factors

Information with respect to the Company's risk factors has been incorporated by reference to Item 1A of the Form 10-K. In addition, additional risks may arise in connection with consummation of the transactions contemplated by the definitive merger agreement with Penn Virginia dated October 28, 2018, which risks will be described in detail in a registration statement on Form S-4 to be filed with the SEC that will include a joint proxy statement of the Company and Penn Virginia and a prospectus of the Company, and which will be submitted to the Company's stockholders and Penn Virginia's shareholders for their consideration.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**Issuer Purchases of Equity Securities**

The following table summarizes purchases of our common stock during the third quarter of 2018:

Month	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions) ⁽²⁾
July 2018	1,046,305	\$ 4.99	—	\$ 210.1
August 2018	749	4.43	—	210.1
September 2018	40,510	5.08	—	210.1
Total	<u>1,087,564</u>		<u>—</u>	

- (1) Shares purchased during the third quarter of 2018 were made in connection with the surrender of shares by our employees to satisfy their tax withholding requirements related to the vesting of restricted and performance shares.
- (2) In October 2011, we commenced a common share repurchase program, which has been approved for up to an aggregate of \$1.162 billion of Denbury common shares by the Company's Board of Directors. This program has effectively been suspended and we do not anticipate repurchasing shares of our common stock in the near future. The program has no pre-established ending date and may be suspended or discontinued at any time. We are not obligated to repurchase any dollar amount or specific number of shares of our common stock under the program.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Exhibit
4	Indenture, dated as of August 21, 2018, among the Company, the Subsidiary Guarantors named therein, and Wilmington Trust, National Association, as Trustee and Collateral Trustee, with respect to \$450,000,000 aggregate principal amount of 7½% Senior Secured Second Lien Notes due 2024 (incorporated by reference to Exhibit 4.1 of Form 8-K filed by the Company on August 22, 2018, File No. 001-12935).
10(a)	Sixth Amendment to Amended and Restated Credit Agreement, dated as of August 13, 2018, by and among Denbury Resources Inc., as Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, and the financial institutions party thereto (incorporated by reference to Exhibit 10.1 of Form 8-K filed by the Company on August 14, 2018, File No. 001-12935).
10(b)	Collateral Trust Joinder, dated as of August 21, 2018, between Wilmington Trust, National Association, as Trustee, and Wilmington Trust, National Association, as Collateral Trustee (incorporated by reference to Exhibit 10.1 of Form 8-K filed by the Company on August 22, 2018, File No. 001-12935).
10(c)	Priority Confirmation Joinder, dated as of August 21, 2018, by and between JPMorgan Chase Bank, N.A., as Priority Lien Agent, and Wilmington Trust, National Association, as Collateral Trustee (incorporated by reference to Exhibit 10.2 of Form 8-K filed by the Company on August 22, 2018, File No. 001-12935).
10(d)*	Commitment Letter, dated October 28, 2018, from JPMorgan Chase Bank, N.A. regarding a revolving credit facility and a bridge facility.
31(a)*	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31(b)*	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32*	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	Interactive Data Files.

* Included herewith.

Denbury Resources Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DENBURY RESOURCES INC.

November 9, 2018

/s/ Mark C. Allen

Mark C. Allen
Executive Vice President and Chief Financial Officer

November 9, 2018

/s/ Alan Rhoades

Alan Rhoades
Vice President and Chief Accounting Officer

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, NY 10179

October 28, 2018

Project Legacy
Commitment Letter

Denbury Resources Inc.
5320 Legacy Drive
Plano, Texas 75024
Attention: Christian S. Kendall, President and Chief
Executive Officer

Ladies and Gentlemen:

Denbury Resources Inc. (“you” or the “Company”) has advised JPMorgan Chase Bank, N.A. (“JPMorgan”, the “Commitment Party”, “us” or “we”) that you intend to consummate the Transactions described in the Transaction Description attached hereto as Exhibit A (the “Transaction Description”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description, the Summary of Terms and Conditions for the Bridge Facility attached hereto as Exhibit B (the “Bridge Facility Term Sheet”), the Summary of Terms and Conditions for the Revolving Facility attached hereto as Exhibit C (the “Revolving Facility Term Sheet” and, together with the Bridge Facility Term Sheet, the “Term Sheets”) and the Summary of Additional Conditions attached hereto as Exhibit D (this commitment letter, the Transaction Description, the Term Sheets and the Summary of Additional Conditions attached hereto as Exhibit D, collectively, the “Commitment Letter”).

JPMorgan is pleased to advise you of its commitment to provide the entire amount of the Initial Borrowing Base in respect of the RBL Amendment or the Refinancing RBL Facility, as applicable (the “Revolving Facility”) and the entire amount of the Bridge Facility (together with the Revolving Facility, the “Facilities”), and JPMorgan is pleased to advise you that it is willing to act as lead arranger and bookrunner for the Facilities.

It is agreed that JPMorgan will act as lead arranger and bookrunner in respect of the Facilities with JPMorgan’s name appearing on the left-hand side of any marketing materials (in such capacities, the “Lead Arranger”) (provided that the Borrower agrees that JPMorgan may perform its responsibilities hereunder through its affiliate, J.P. Morgan Securities LLC), and that JPMorgan will act as the sole administrative agent in respect of each of the Facilities. Except as set forth below, you agree that no other joint bookrunners, agents, co-agents or arrangers will be appointed, no other titles will be awarded and no compensation (other than as expressly contemplated by the next paragraph, the Term Sheets, the Summary of Additional Conditions attached hereto as Exhibit D and the Fee Letter (referred to below)) will be paid in connection with any Facility unless you and we shall so agree.

You may appoint, in consultation with JPMorgan, one or more additional joint bookrunners, arrangers, agents or co-agents for any Facility; provided that (a) the aggregate underwriting economics payable to all such additional joint bookrunners, arrangers, agents or co-agents in respect of

such Facility shall not exceed 70% of the total underwriting economics in respect of such Facility, (b) no such additional joint bookrunner, arranger, agent or co-agent shall have economics greater than JPMorgan with respect to any Facility and (c) each such additional joint bookrunner, arranger, agent or co-agent (or its relevant affiliate) shall assume (pursuant to customary joinder documentation) a proportion of the commitments with respect to such Facility that is equal to the proportion of the underwriting economics in respect of such Facility allocated to such joint bookrunner, arranger, agent or co-agent.

We intend to syndicate the Facilities to a group of lenders (together with JPMorgan, the “Lenders”) identified by us in consultation with you. We intend to commence syndication efforts promptly after the date hereof, and you agree to use commercially reasonable efforts to actively assist us in completing a syndication reasonably satisfactory to us. Such assistance shall include (a) your using commercially reasonable efforts to ensure that the syndication efforts benefit materially from the existing banking relationships of the Company (and, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof, the Target), (b) your causing direct contact between senior management and advisors of the Company, on the one hand, and the proposed Lenders, on the other hand (and your using commercially reasonable efforts to arrange, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof, such contact between senior management and advisors of the Target, on the one hand, and the proposed Lenders, on the other hand), in each case at times (and, to the extent applicable, locations) to be mutually agreed upon, (c) as set forth in the next paragraph, assistance from the Company in the preparation of customary marketing materials to be used in connection with the syndication (collectively with the Term Sheets, the “Information Materials”), (d) the hosting, with us and senior management of the Company of a reasonable number of conference calls or meetings of prospective Lenders, in each case at times (and, to the extent applicable, locations) to be mutually agreed upon, (e) your using commercially reasonable efforts to obtain (x) corporate credit and/or corporate family ratings for the Company and (y) ratings for the Bridge Facility and the New Notes, in each case from each of Moody’s Investor Service, Inc. (“Moody’s”) and Standard & Poor’s Financial Services, LLC (“S&P”) as soon as practical and in any event prior to the Closing Date and (f) your ensuring that, prior to and during the syndication of the Facilities, there shall be no competing offering, placement or arrangement of any debt securities (other than the New Notes) or bank financing of the Company or its subsidiaries (and after using your commercially reasonable efforts, to the extent practical and appropriate and in all instances subject to, and not in contravention of, the terms of the Acquisition Agreement as in effect on the date hereof, the Target or its subsidiaries) without our consent (such consent not to be unreasonably withheld, delayed or conditioned) if such debt securities or bank financing would have a materially detrimental effect upon the primary syndication of the Facilities (it being agreed that the foregoing shall not apply to the Facilities, any debt permitted to be incurred by the Target under the Acquisition Agreement, drawings under existing revolving credit facilities or any ordinary course working capital facilities, capital leases, letters of credit, purchase money debt or equipment financings). Without limiting your obligations to assist with syndication efforts as set forth above, we agree that the successful completion of such syndication prior to the Closing Date is not a condition to the Commitment Party’s commitment hereunder.

You will assist us in preparing Information Materials, including Confidential Information Memoranda, for distribution to prospective Lenders. If reasonably requested by us, you also will use commercially reasonable efforts to assist us in preparing an additional version of the Information Materials (the “Public-Side Version”) to be used by prospective Lenders’ public-side employees and representatives (“Public-Siders”) who do not wish to receive material non-public information (consisting exclusively of information and documentation with respect to the Company, the Target and your and its respective affiliates that is either publicly available or not material with respect to the Company, the Target and your and its respective affiliates within the meaning of United States federal and state securities laws) with respect to the Company, the Target and your and its respective affiliates and any of

the Company's or the Target's securities ("MNPI") and who may be engaged in investment and other market related activities with respect to any such entity's securities or loans. Before distribution of any Information Materials, you agree to execute and deliver to us (i) a letter in which you authorize distribution of the Information Materials to a prospective Lender's employees willing to receive MNPI ("Private-Siders") and (ii) a separate letter in which you authorize distribution of the Public-Side Version to Public-Siders and represent that no MNPI is contained therein. You also acknowledge that Commitment Party Public-Siders who are publishing debt analysts may participate in any meetings held pursuant to clause (d) of the preceding paragraph; provided that such analysts shall not publish any information obtained from such meetings (i) until the syndication of the Bridge Facility has been completed upon the making of allocations by JPMorgan and JPMorgan freeing the Bridge Facility to trade or (ii) in violation of any confidentiality agreement between you and the Commitment Party.

You agree that the following documents may be distributed to both Private-Siders and Public-Siders, unless you advise the Lead Arranger in writing (including by email) within a reasonable time prior to their intended distribution that such materials should only be distributed to Private-Siders: (a) administrative materials prepared by the Commitment Party for prospective Lenders (such as a lender meeting invitation, lender allocation, if any, and funding and closing memoranda), (b) notification of changes in the terms of the Facilities, (c) draft and final definitive documentation with respect to the Facilities and (d) other materials intended for prospective Lenders after the initial distribution of Information Materials. If you advise us that any of the foregoing should be distributed only to Private-Siders, then Public-Siders will not receive such materials without further discussions with you.

JPMorgan, in its capacity as Lead Arranger, will manage, subject to your consultation rights, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. In its capacity as Lead Arranger, JPMorgan will have no responsibility other than to arrange the syndication as set forth herein and in no event shall be subject to any fiduciary or other implied duties. The Company agrees that it will not assert any claim against the Lead Arranger based on an alleged breach of fiduciary duty by the Lead Arranger in connection with this Commitment Letter and the transactions contemplated hereby. Additionally, you acknowledge and agree that, as Lead Arranger, JPMorgan is not advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Lead Arranger shall have no responsibility or liability to you with respect thereto.

To assist us in our syndication efforts, you agree to use commercially reasonable efforts promptly to prepare and provide to us all customary information reasonably available to you with respect to the Company, the Target and your and its respective subsidiaries, the Transaction and the other transactions contemplated hereby, including all reasonably available financial information concerning the Target and projections (such as financial estimates, forecasts and other forward looking statements) relating to the Target, the Transaction and the other transactions contemplated hereby (the "Projections"), as we may reasonably request in connection with the arrangement and syndication of the Facilities. You hereby represent and warrant (with respect to the Target and its subsidiaries, to your knowledge) that (a) all written information relating to the Company and its subsidiaries, the Transaction and the other transactions contemplated hereby other than the Projections and information of a general economic or industry nature (the "Information") that has been or will be made available to us by you or any of your representatives in connection with the transactions contemplated hereby, taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make

the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions believed in good faith by you to be reasonable at the time so made available to us; it being understood by us that such financial projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ and that such differences may be material. You understand that we may, in arranging and syndicating the Facilities, use and rely on the Information and Projections without independent verification thereof.

As consideration for the commitments and agreements of the Commitment Party hereunder, you agree to cause to be paid the nonrefundable fees described in the Fee Letter, dated the date hereof and delivered herewith (the "Fee Letter").

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Facilities Documentation or any other letter agreement or other undertaking concerning the financing of the transactions contemplated hereby to the contrary, the only conditions to the availability of the Facilities on the Closing Date are: (a) since June 30, 2018, there has not occurred any Parent Material Adverse Effect (as defined in the Acquisition Agreement) or Company Material Adverse Effect (as defined in the Acquisition Agreement) or any fact, circumstance, effect, change, event or development that, individually or in the aggregate, has had and would reasonably be expected to have a Parent Material Adverse Effect or Company Material Adverse Effect; (b) JPMorgan having been afforded a period of not less than 15 consecutive Business Days (as defined in the Acquisition Agreement) from the later of (i) the date the Joint Proxy Statement (as defined in the Acquisition Agreement) is first mailed to the stockholders of the Company and the Target and (ii) the date of JPMorgan's receipt of the financial statements required by paragraphs (e) and (f) of Exhibit D to complete syndication thereof; provided that (x) November 22, 2018, November 23, 2018, January 21, 2019 and February 18, 2019 shall not be counted as Business Days for such 15 consecutive Business Day period (it being understood that such exclusions shall not restart such 15 consecutive Business Day period) and (y) such consecutive 15 Business Day period shall either be completed on or prior to December 21, 2018 or commence no earlier than January 2, 2019; provided, further that if you believe that you have fulfilled the obligation to deliver the financial statements required by paragraphs (e) and (f) of Exhibit D, you may deliver to JPMorgan written notice to that effect (stating that date that you believe you completed such delivery), in which case you shall be deemed to have delivered such financial statements required by paragraphs (e) and (f) of Exhibit D on the date specified in such notice, unless JPMorgan in good faith reasonably believes that you have not completed delivery of such financial statements and, within two Business Days (as defined in the Acquisition Agreement) after the delivery of such notice by you, JPMorgan delivers a written notice to you to that effect (stating with specificity the financial statements required by paragraphs (e) and (f) of Exhibit D that has not been delivered), in which case such financial statements shall be deemed to be delivered immediately upon delivery by you of such financial statements reasonably addressing the points contained in the notice; (c) the closing of the Facilities on or before April 30, 2019; and (d) the other conditions set forth in Exhibit D and in the immediately following paragraph.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Bridge Facility Documentation, the Revolving Facility Documentation or any other letter agreement or other undertaking concerning the financing of the transactions contemplated hereby to the contrary, (a) the only representations and warranties the accuracy of which shall be a condition to availability of the Facilities on the date of funding under the Facilities (the "Closing Date"), shall be (i) the representations and warranties made by the Target in the Acquisition Agreement that are material to the interests of the Lenders (in their capacity as such), but only to the extent that the Company (or any of its affiliates) has the right not to consummate the Acquisition or to terminate its (or its affiliates') obligations under the

Acquisition Agreement as a result of a breach of such representations or warranties (the “Acquisition Agreement Representations”) and (ii) the Specified Representations (as defined below) and (b) the terms of the applicable Facilities Documentation shall be in a form such that they do not impair availability of the Facilities on the Closing Date if the conditions set forth in the immediately preceding paragraph of this Commitment Letter are satisfied or waived (it being understood that, to the extent that any security interest in any Collateral is not or cannot be provided and/or perfected on the Closing Date (other than any security interest in any Collateral (1) which may be perfected by the filing of a financing statement under the Uniform Commercial Code (the “UCC”) and (2) which may be perfected by the delivery of equity certificates (and related equity powers) of the Borrower and the Guarantors that are part of the Collateral (other than any such equity certificates (and related equity powers) relating to any subsidiary of the Target to the extent not received by you after your use of commercially reasonable efforts to do so) (3) which is perfected under the Existing Credit Agreement, including existing real property mortgages if the Revolving Facility takes the form of the RBL Amendment, and (4) at least 50% of the PV-9 value of the oil and gas properties evaluated in the Initial Reserve Report evidenced by executed real property mortgages encumbering such properties) after your use of commercially reasonable efforts to do so, then the provision and/or perfection of a security interest in such Collateral (including, for the avoidance of doubt, deposit accounts, commodities accounts and securities accounts) shall not constitute a condition precedent to the availability of, and shall not affect the size of, the Facilities on the Closing Date, but instead shall be required to be delivered and/or perfected after the Closing Date pursuant to arrangements and timing to be mutually agreed by the Administrative Agent and the Borrower acting reasonably within 60 days following the Closing Date (or such later date as may be reasonably agreed between the Administrative Agent and the Borrower)); provided that, notwithstanding the foregoing, the Borrower and the Guarantors shall use their commercially reasonable efforts to deliver executed real property mortgages encumbering not less than 85% of the PV-9 value of the oil and gas properties evaluated in the Initial Reserve Report) on the Closing Date to secure the Revolving Facility. For purposes hereof, “Specified Representations” means the representations and warranties referred to in the Term Sheets relating to corporate existence; power and authority, due authorization, execution and delivery and the enforceability of the Facilities Documentation, in each case as they relate to the entering into and performance of the applicable Facilities Documentation; solvency of the Borrower and its subsidiaries on a consolidated basis on the Closing Date after giving effect to the Transactions (to be determined in a manner consistent with the solvency certificate to be delivered in the form of Annex I to Exhibit D hereto); Federal Reserve margin regulations; the Investment Company Act; and use of proceeds not in violation of anti-corruption laws and sanctions. This paragraph, and the provisions herein, shall be referred to as the “Certain Funds Provisions”.

You agree to indemnify and hold harmless the Commitment Party, its affiliates and their respective directors, employees, advisors, and agents (each, an “indemnified person”) from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Facilities, the use of the proceeds thereof, the Transaction or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto and whether or not such proceeding is instituted or brought on behalf of a third party or by you or any of its affiliates, and to reimburse each indemnified person promptly on demand for the reasonable legal or other reasonable, documented, out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court to arise from the bad faith, willful misconduct or gross negligence of such indemnified person, its affiliates or any of their directors, employees, advisors or agents or any material breach of the obligations of such indemnified person or any of its affiliates under this Commitment Letter. No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission

systems, except to the extent such damages are found by a final, non-appealable judgment of a court to arise from the bad faith, gross negligence, willful misconduct of, or a material breach of this Commitment Letter by, such indemnified person, its affiliates or any of their directors, employees, advisors or agents. In addition, no indemnified person shall be liable for any special, indirect, consequential or punitive damages in connection with this Commitment Letter, the Facilities, the use of the proceeds thereof, the Transaction or any related transaction.

You acknowledge that the Commitment Party and its affiliates (the term "Commitment Party" as used below in this paragraph being understood to include such affiliates) may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. The Commitment Party will not use confidential information obtained from you or with respect to the Target by virtue of the transactions contemplated hereby or its other relationships with you in connection with the performance by the Commitment Party of services for other companies, and the Commitment Party will not furnish any such information to other companies. You also acknowledge that the Commitment Party has no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies. You further acknowledge that JPMorgan is a full service securities firm and JPMorgan may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of other companies that may be the subject of the transactions contemplated by this Commitment Letter.

The Commitment Party may employ the services of its affiliates in providing certain services hereunder and, in connection with the provision of such services, may exchange with such affiliates information concerning you and the other companies that may be the subject of the transactions contemplated by this Commitment Letter, and, to the extent so employed, such affiliates shall be entitled to the benefits afforded, and subject to the provisions governing the conduct of, the Commitment Party hereunder.

This Commitment Letter shall not be assignable by either party hereto to any person without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed) (and any purported assignment without such consent shall be null and void). This Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and the Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among us with respect to the Facilities and set forth the entire understanding of the parties with respect thereto.

This Commitment Letter and any claim, controversy or dispute arising under or related to this Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Each party hereto consents to the exclusive jurisdiction and venue of the state or federal courts located in the City and County of New York. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, (a) any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the state or federal courts located in the City and County of New York and (b) any right it may have to a trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Commitment Letter, the Term Sheets, the Fee Letter, the transactions contemplated hereby or the performance of services

hereunder; provided that (a) the interpretation of the definition of “Company Material Adverse Effect” (as defined in the Acquisition Agreement) and whether there shall have occurred a “Company Material Adverse Effect” (as defined in the Acquisition Agreement) (b) whether the Acquisition Agreement Representations are accurate and whether as a result of a breach thereof you (or your affiliate) has the right not to consummate the Acquisition or to terminate your (or its) obligations under the Acquisition Agreement and (c) whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement (collectively, the “Acquisition Related Matters”), in each case, shall be governed by, and construed in accordance with, the Laws (as defined in the Acquisition Agreement) of the State of Delaware, regardless of the Laws (as defined in the Acquisition Agreement) that might otherwise govern under any applicable principles of conflicts of laws of the State of Delaware, except to the extent that the VSCA (as defined in the Acquisition Agreement) is mandatorily applicable to any provision of the Acquisition Agreement.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter, the Term Sheets or the Fee Letter nor any of their terms or substance shall be disclosed, directly or indirectly, to any other person (including, without limitation, other potential providers or arrangers of financing) except (a) to your officers, directors, employees, affiliates, members, partners, stockholders, attorneys, accountants, agents and advisors and, on a confidential basis, those of the Target, who are directly involved in the consideration of this matter (provided that any disclosure of the Fee Letter to the Target or its officers, directors, employees, attorneys, accountants, agents or advisors shall be redacted in a manner reasonably satisfactory to the Commitment Party), (b) as may be compelled in a legal, judicial or administrative proceeding or as otherwise required by law (including, without limitation, United States federal and state securities laws and regulations) or requested by a governmental authority (in which case you agree to inform us promptly thereof to the extent lawfully permitted to do so), provided that the foregoing restrictions shall cease to apply (except in respect of the Fee Letter and its terms and substance) after this Commitment Letter has been accepted by you and (c) to the extent you deem reasonably necessary or advisable in connection with complying with your obligations in connection with the syndication of the Facilities, the marketing of the New Notes and the satisfaction of the conditions to the availability of the Facilities.

The Commitment Party hereby notifies you that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the “Patriot Act”), it is required to obtain, verify and record information that identifies the Company and each Guarantor (as defined in the Term Sheets), which information includes their names, addresses, tax identification numbers and other information that will allow the Commitment Party to identify the Company and each Guarantor in accordance with the Patriot Act.

The jurisdiction, governing law, waiver of jury trial, compensation, reimbursement, indemnification and confidentiality provisions contained herein and in the Fee Letter and any other provision herein or therein which by its terms expressly survives the termination of this Commitment Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder (provided that the reimbursement and indemnification provisions shall be superseded entirely by the definitive financing documentation).

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and of the Term Sheets and the Fee Letter by returning to us executed counterparts hereof and of the Fee Letter not later than 5:00 p.m., New York City time, on November 2, 2018. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence. Each of the parties hereto agrees that each of this Commitment Letter and the Fee Letter, if accepted by you as provided in this paragraph, is a binding and enforceable agreement with

respect to the subject matter contained herein, including an agreement to negotiate in good faith the Bridge Facility Documentation and the Revolving Facility Documentation by the parties hereto in a manner consistent with this Commitment Letter.

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: /s/ Michele Jones

Name: Michele Jones

Title: Managing Director

Accepted and agreed to as of
the date first above written:

DENBURY RESOURCES INC.

By: /s/ Mark C. Allen
Name: Mark C. Allen
Title: Executive Vice President and Chief Financial Officer

PROJECT LEGACY
Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter (the “Commitment Letter”) to which this Exhibit A is attached or in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

Denbury Resources Inc. (the “Company”) and/or certain of its affiliates intends, through a newly formed wholly-owned subsidiary, Dragon Merger Sub Inc., a corporation organized under the laws of the State of Virginia (“Merger Sub”), and a newly formed wholly-owned subsidiary, DR Sub LLC, a limited liability company organized under the laws of Virginia (“LLC Sub”), to acquire (the “Acquisition”) Penn Virginia Corporation, a corporation organized under the laws of the State of Virginia (the “Target”), pursuant to the Acquisition Agreement (as defined below).

In connection with the foregoing, it is intended that:

- a) Pursuant to the agreement and plan of merger (together with all exhibits, schedules, annexes and disclosure schedules thereto, collectively, the “Acquisition Agreement”) dated the date hereof among the Company, Merger Sub, LLC Sub and the Target, the Company will consummate the Acquisition.
- b) You will obtain \$400,000,000 in gross cash proceeds from the issuance of second lien secured notes (the “New Notes”) in a public offering or Rule 144A private placement/Reg S offering (the “New Note Offering”) or, if you are unable to issue the full amount of the New Notes at or prior to the time the Acquisition is consummated, a senior secured second lien bridge facility in an amount of up to \$400,000,000 less the gross cash proceeds of New Notes sold in the New Note Offering.
- c) That certain Amended and Restated Credit Agreement, dated as of December 9, 2014 (as amended, supplemented or otherwise modified from time to time, the “Existing Credit Agreement”), by and among the Company, as borrower, JPMorgan, as administrative agent, and the lending institutions party thereto shall be amended to increase the Borrowing Base (as defined in Exhibit C) to \$1,200,000,000 and make other modifications to the Existing Credit Agreement as set forth in Exhibit C (such amendments, the “RBL Amendment”); provided that, in the event that the requisite consents to approve the RBL Amendment are not obtained from the lenders under the Existing Credit Agreement (the “Existing Lenders”) after giving effect to any related assignments of the commitments and voting of the assignees of such commitments under the Existing Credit Agreement, then the Existing Credit Agreement will be amended and restated, with the effect that the loans and commitments under the Existing Credit Agreement will be refinanced on the terms set forth in Exhibit C (the “Refinancing RBL Facility”).
- d) Substantially simultaneously with the Acquisition, all outstanding obligations of the Target and its subsidiaries pursuant to (i) the Credit Agreement, dated as of September 12, 2016, by and among Penn Virginia Holding Corp., Penn Virginia Corporation, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent and issuing lender, and (ii) the Credit Agreement, dated as of September 29, 2017, by and among Penn Virginia Holding Corp., as borrower, Penn Virginia Corporation, the lenders party thereto and Jefferies Finance LLC, as

administrative agent, collateral agent and sole lead arranger, in each case shall be released in full (the “Refinancing”).

- e) The proceeds of the Facilities funded on the Closing Date, will be applied to pay (i) the consideration in connection with the Acquisition and any other payments required under the Acquisition Agreement, (ii) the fees and expenses incurred in connection with the Transactions (the amounts set forth in clauses (i) and (ii) above, collectively, the “Acquisition Costs”) and (iii) for the Refinancing.

The transactions described above (including the payment of Acquisition Costs and the repayment of such existing indebtedness of the Company or the Target (or both)) are collectively referred to herein as the “Transactions”, and the transactions described in clause (d) above are collectively referred to herein as the “Refinancing”.

PROJECT LEGACY
BRIDGE FACILITY
Summary of Terms and Conditions

Set forth below is a summary of the terms and conditions for the Bridge Facility. Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the Commitment Letter to which this Term Sheet is attached, including Exhibits A, C and D thereto.

Initial Loans:	The Lenders (as defined below) will make second lien secured loans (the “ <u>Initial Loans</u> ”) to the Borrower on the Closing Date (as defined below) in an aggregate principal amount of up to \$400,000,000.
Borrower:	The Company.
Guarantors:	<p>The New Facility Debt (as defined below) shall be jointly and severally guaranteed by all guarantors of the Company’s 9% senior secured second lien notes due 2021, 9¼% senior secured second lien notes due 2022 and 7½% senior secured second lien notes due 2024 (collectively, the “<u>Existing Second Lien Notes</u>”), on a senior basis (collectively, the “<u>Guarantors</u>”; the Borrower and the Guarantors, collectively, the “<u>Loan Parties</u>”).</p> <p>Each guarantee issued in respect of the New Facility Debt will be automatically released upon the release of the corresponding guarantees of the Existing Second Lien Notes, except in the case of the release of the guarantees in connection with the repayment, redemption or defeasance of any Existing Second Lien Notes.</p>
Administrative Agent:	JPMorgan Chase Bank, N.A. (“ <u>JPMorgan</u> ”; in such capacity, the “ <u>Administrative Agent</u> ”) will act as Administrative Agent for the Lenders holding the Initial Loans from time to time.
Lead Arranger and Bookrunner:	JPMorgan (in such capacity, the “ <u>Arranger</u> ”).
Lenders:	JPMorgan and any other holder of any portion of the Initial Loans or of any commitment to make the Initial Loans are collectively referred to as the “ <u>Lenders</u> ”.
Availability:	The Bridge Facility shall be available for drawing on the Closing Date.
Use of Proceeds:	The proceeds of the Loans shall be used to (a) finance a portion of the Acquisition, and (b) to pay for fees and expenses associated with the Transaction.
Funding:	The Lenders will make the Initial Loans simultaneously with the consummation of the Acquisition. The date on which such

Initial Loans are first made and the Transaction is consummated is herein called the “Closing Date”.

Maturity/Exchange:

The Initial Loans will initially mature on the first anniversary of the Closing Date (the “Initial Loan Maturity Date”), which shall be extended as provided below. If any of the Initial Loans have not been previously repaid in full on or prior to the Initial Loan Maturity Date and no bankruptcy (with respect to the Company) event of default then exists, such Initial Loans shall automatically be extended to the seventh anniversary of the Closing Date (and shall be deemed to be “Extended Term Loans” beginning on the date immediately following the first anniversary of the Closing Date). The Lenders in respect of such Extended Term Loans will have the option at any time or from time to time to receive Exchange Notes (the “Exchange Notes”; together with the Initial Loans and the Extended Term Loans, the “New Facility Debt”) in exchange for such Extended Term Loans having the terms set forth in the term sheet attached hereto as Annex I; provided, that a Lender may not elect to exchange only a portion of its outstanding Extended Term Loans for Exchange Notes unless such Lender intends at the time of such partial exchange to sell promptly the Exchange Notes received therefor; and provided, further, that the Borrower may defer the first issuance of Exchange Notes until such time as the Borrower shall have received requests to issue an aggregate of at least \$25,000,000 in principal amount of Exchange Notes.

The Initial Loans, the Extended Term Loans and the Exchange Notes shall be *pari passu* for all purposes.

Interest:

For the first 90-day period commencing on the Closing Date, the Initial Loans will accrue interest at a rate per annum equal to the Eurodollar Rate (as defined below) on the Closing Date (and reset at each interest payment date), plus 525 basis points. Thereafter, interest on the Initial Loans will increase by an additional 25 basis points after the initial 90-day period and each 90-day period subsequent to the initial 90-day period, increasing to a maximum of the Bridge Rate Cap (as defined in the Fee Letter). Overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 200 basis points.

Following the Initial Loan Maturity Date, all outstanding Extended Term Loans will accrue interest at the rate provided for Exchange Notes in Annex I hereto, subject to the interest rate caps applicable to Exchange Notes.

Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days.

“Eurodollar Rate” on any date of determination means the greater of (i) 1.00% and (ii) the rate (adjusted for any statutory

reserve requirements for eurocurrency liabilities) for eurodollar deposits for a three-month period appearing on the Reuters Screen LIBOR01 Page two business days prior to such date.

Interest will be payable in arrears (a) at the end of each fiscal quarter of the Borrower following the Closing Date and on the Initial Loan Maturity Date and (b) for the Extended Term Loans, at the end of each fiscal quarter of the Borrower following the Initial Loan Maturity Date and on the final maturity date.

Pari-Passu Ranking: The Initial Loans will rank pari-passu to all other second lien secured indebtedness of the Borrower, including the Existing Second Lien Notes.

Mandatory Prepayment: The Borrower will be required to prepay Initial Loans on a pro rata basis, at par plus accrued and unpaid interest from the net proceeds of (after deduction of, among other things, amounts required, if any, to repay indebtedness outstanding under the Revolving Facility Documentation and any other first lien secured debt of the Borrower) (i) the sale of any assets outside the ordinary course of business, subject to 12-month reinvestment rights, (ii) the issuance of any equity and (iii) the issuance of any indebtedness (other than any borrowings under the Revolving Facility Documentation, ordinary course working capital facilities, ordinary course capital leases, purchase money and equipment financings and other exceptions to be agreed). Following the Initial Loan Maturity Date, the mandatory redemption requirements applicable to the Extended Term Loans will be automatically modified so as to be consistent with the mandatory offer to repurchase requirements applicable to the Exchange Notes. In addition, after any payments required to be made to repay the Revolving Facility Documentation and any other first lien secured debt of the Borrower have been paid in full, the Borrower will be required to redeem the Initial Loans and the Extended Term Loans and, if issued, offer to prepay the Exchange Notes, upon the occurrence of a change of control at par plus accrued and unpaid interest.

Optional Prepayment: The Initial Loans may be prepaid, in whole or in part, at the option of the Borrower, at any time upon three days' prior notice, at par plus accrued and unpaid interest.

Documentation: The definitive documentation for the Bridge Facility (such documentation, the "Bridge Facility Documentation") shall be substantially consistent with the documentation for the Company's 7½% senior secured second lien notes due 2024 (the "Precedent Documentation").

Conditions Precedent: Subject to the Certain Funds Provisions, the availability of the Bridge Facility shall be solely conditioned upon the satisfaction of the applicable conditions set forth in Exhibit D and in the

eleventh and twelfth paragraphs of the Commitment Letter.

Representations and Warranties:	Subject to the Certain Funds Provisions, usual and customary, in light of current market conditions, for recent facilities of this type. As appropriate, such representations and warranties shall be substantially similar to the representations and warranties set forth in the Revolving Facility Documentation.
Affirmative Covenants:	Usual and customary, in light of current market conditions, for recent facilities of this type. As appropriate, such affirmative covenants shall be substantially similar to the affirmative covenants set forth in the Precedent Documentation.
Negative Covenants:	Usual and customary, in light of current market conditions and any exceptions to such covenants set forth in the Precedent Documentation, for recent facilities of this type and limited to the following: restrictions on the incurrence of indebtedness, the payment of dividends, redemption of capital stock and making certain investments, the incurrence of liens, the sale of assets and the sale of subsidiary stock, entering into agreements that restrict the payment of dividends by subsidiaries or the repayment of intercompany loans and advances, entering into affiliate transactions, entering into mergers, consolidations and sales of substantially all the assets of the Borrower and its subsidiaries and requirements as to future subsidiary guarantors; <u>provided</u> , that such covenants will be incurrence-based covenants, based on those contained in the preliminary offering memorandum or prospectus used to market the New Notes prior to the Closing Date. Prior to the Initial Loan Maturity Date, the covenants may be more restrictive than those in the Extended Term Loans and the Exchange Notes. Following the Initial Loan Maturity Date, the covenants relevant to the Extended Term Loans will automatically be modified so as to be consistent with the Exchange Notes.
Events of Default:	Usual and customary, in light of current market conditions, for recent facilities of this type and based on those contained in the preliminary offering memorandum or prospectus used to market the New Notes prior to the Closing Date and applicable to the Borrower and its material subsidiaries, which will be based on the Precedent Documentation. Following the Initial Loan Maturity Date, the events of default relevant to the Extended Term Loans will automatically be modified so as to be consistent with the Exchange Notes.
Cost and Yield Protection:	Usual for facilities and transactions of this type, including standard protective provisions for such matters as increased costs, funding losses, capital adequacy, requirements of law and withholding taxes.

Bail-in Provisions:	The Bridge Facility Documentation shall contain customary EU bail-in provisions similar to those set forth in the Revolving Facility Documentation.
Assignment and Participation:	<p>Subject to the prior approval of the Administrative Agent (such approval not to be unreasonably withheld), the Lenders will have the right to assign Initial Loans and commitments with the prior written consent (such consent not to be unreasonably withheld or delayed; it being understood that the Borrower shall have the right to withhold or delay its consent to any assignment solely if, in order for such assignment to comply with applicable requirements of law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any governmental authority) of the Borrower; <u>provided</u>, that no consent of the Borrower shall be required for (x) an assignment if a payment or bankruptcy event of default has occurred and is continuing and (y) any assignment to a Lender, an affiliate of a Lender or an approved fund. Assignments will be by novation that will release the obligation of the assigning Lender.</p> <p>The Lenders will have the right to participate their Initial Loans to other financial institutions without restriction, other than customary voting limitations. Participants will have the same benefits as the selling Lenders would have (and will be limited to the amount of such benefits) with regard to yield protection and increased costs, subject to customary limitations and restrictions.</p>
Voting:	Amendments and waivers of the Bridge Facility Documentation will require the approval of Lenders (other than the Borrower or any of its affiliates) holding more than 50% of the outstanding Initial Loans, except that (i) the consent of each affected Lender (other than the Borrower or any of its affiliates) will be required for (a) reductions of principal, interest rates or spread, (b) except as provided under “Maturity/Exchange” above, extensions of the Initial Loan Maturity Date, (c) additional restrictions on the right to exchange Extended Term Loans for Exchange Notes or any amendment of the rate of such exchange and (d) any amendment to the Exchange Notes that requires (or would, if any Exchange Notes were outstanding, require) the approval of all holders of Exchange Notes and (ii) the consent of 100% of the Lenders (other than the Borrower or any of its affiliates) shall be required with respect to (a) modifications to any of the voting percentages, (b) modifications to the redemption provisions and (c) releases of any significant Guarantor (other than in connection with a sale of such Guarantor permitted by the Bridge Facility Documentation).
Intercreditor Agreements:	The Bridge Facility shall be subject to (a) that certain Intercreditor Agreement dated May 10, 2016, between the administrative agent for the Revolving Facility, as priority lien

agent, Wilmington Trust, National Association, as second lien collateral trustee and the Loan Parties party thereto and (b) each other intercreditor agreement entered into among the Borrower, the Administrative Agent and the applicable holder of any other permitted junior lien debt in form and substance satisfactory to the Administrative Agent in its sole discretion (collectively, the “Intercreditor Agreements”).

Expenses and Indemnification:

The Bridge Facility Documentation shall provide that the Borrower shall pay (a) all reasonable, documented out-of-pocket expenses of the Administrative Agent and the Arranger associated with the syndication of the Bridge Facility and the preparation, execution, delivery and administration of the Bridge Facility Documentation and any amendment, waiver or modification with respect thereto (including the reasonable fees, disbursements and other charges of counsel) and (b) all reasonable, documented out-of-pocket expenses of the Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Bridge Facility Documentation.

The Administrative Agent, the Arranger and the Lenders (and their respective affiliates, controlling persons, officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any loss, liability, cost or expense incurred in respect of the proposed transactions, including, but not limited to, the financing contemplated hereby or the use or the proposed use of proceeds thereof, except to the extent they are found by a final, non-appealable judgment of a court to arise from the bad faith, gross negligence, willful misconduct of, or material breach of contract by, the relevant indemnified person.

Governing Law and Forum:

New York.

Counsel to the Administrative Agent and the Arranger:

Simpson Thacher & Bartlett LLP.

EXCHANGE NOTES AND EXTENDED TERM LOANS
Summary of Terms and Conditions

Capitalized terms used but not defined herein have the meanings given in the Summary of Terms and Conditions of the Bridge Facility to which this Annex I is attached.

Issuer:	The Borrower will issue Exchange Notes under an indenture that complies with the Trust Indenture Act (the “ <u>Indenture</u> ”). The Borrower in its capacity as issuer of the Exchange Notes is referred to as the “ <u>Issuer</u> .”
Guarantors:	Same as the Initial Loans.
Ranking:	Same as the Initial Loans.
Principal Amount:	The Exchange Notes will be available only in exchange for the Extended Term Loans on or after the Initial Loan Maturity Date. The principal amount of any Exchange Note will equal 100% of the aggregate principal amount of the Extended Term Loan for which it is exchanged. In the case of a partial exchange by Lenders, the minimum amount of Extended Term Loans to be exchanged for Exchange Notes shall equal \$25,000,000; <u>provided</u> , that a Lender may not elect to exchange only a portion of its outstanding Extended Term Loans for Exchange Notes unless such Lender intends at the time of such partial exchange to sell promptly the Exchange Notes received therefor.
Maturity:	The Exchange Notes and the Extended Term Loans will mature on the seventh anniversary of the Closing Date.
Interest Rate:	<p>The Exchange Notes and the Extended Term Loans will bear interest at the Bridge Rate Cap.</p> <p>Overdue principal, interest, fees and other amounts shall bear interest at the applicable interest rate plus 200 basis points.</p> <p>Interest will be payable in arrears (a) for the Extended Term Loans, at the end of each fiscal quarter of the Borrower and on the final maturity date and (ii) for the Exchange Notes, at the end of each semi-annual fiscal period and on the final maturity date.</p>
Mandatory Redemption:	None prior to maturity except in the event of a “Change of Control” (as defined in the Precedent Documentation) requiring an offer to purchase the Notes at 101% of par plus accrued interest to the purchase date.
Optional Redemption:	The Extended Term Loans may be prepaid, in whole or in part, at the option of the Issuer, at any time at par plus accrued and

unpaid interest to the prepayment date.

The Exchange Notes will be (a) non-callable for the first three years from the Initial Loan Maturity Date and (b) thereafter, callable at par plus accrued interest plus a premium equal to 75% of the coupon in effect on the Exchange Notes on the date of sale of such Exchange Notes to a third party purchaser, which premium shall decline ratably on each yearly anniversary of the date of such sale to zero two years prior to the maturity of the Exchange Notes; provided, that such call protection shall not apply to any call for redemption issued prior to the sale to such third party. The Exchange Notes will also be subject to customary three year equity clawback features. In addition, prior to the third anniversary of the Closing Date, the Issuer may redeem such Exchange Notes at a make-whole price based on U.S. Treasury notes with a maturity closest to the third anniversary of the Closing Date plus 50 basis points. The optional redemption provisions will be otherwise consistent with publicly traded high yield transactions with affiliates of the Borrower.

Mandatory Offers to Purchase:

After any payments required to be made to repay the Revolving Facility and any other secured debt of the Borrower, the Issuer will be required to offer to repurchase the Exchange Notes and repay the Extended Term Loans upon the occurrence of a Change of Control, which offer shall be at 101% of the principal amount thereof, plus accrued and unpaid interest.

After any payments required to be made to repay the Revolving Facility and any other secured debt of the Borrower, the Issuer will also be required to offer to repurchase the Exchange Notes and repay the Extended Term Loans, subject to exceptions substantially similar to those set forth in recent facilities of this type involving affiliates of the Borrower (including customary reinvestment rights), upon the consummation of asset sales outside the ordinary course of business, which offer shall be at 100% of the principal amount of such Exchange Note plus accrued and unpaid interest.

Registration Rights:

The Issuer will use its commercially reasonable efforts to file within 30 days after the date of the Initial Loan Maturity Date, and will use its commercially reasonable efforts to cause to become effective as soon thereafter as practicable, a shelf registration statement with respect to the Exchange Notes (a “Shelf Registration Statement”) and/or a registration statement relating to a Registered Exchange Offer (as described below). If a Shelf Registration Statement is filed, the Issuer will keep such registration statement effective and available (subject to customary exceptions) until it is no longer needed to permit unrestricted resales of Exchange Notes but in no event longer

than two years from the Initial Loan Maturity Date. If within 120 days from the Initial Loan Maturity Date (such 120th day, the “Effectiveness Date”), a Shelf Registration Statement for the Exchange Notes has not been declared effective or the Issuer has not effected an exchange offer (a “Registered Exchange Offer”) whereby the Issuer has offered registered notes having terms identical to the Exchange Notes (the “Substitute Notes”) in exchange for all outstanding Exchange Notes and Extended Term Loans (it being understood that a Shelf Registration Statement is required to be made available in respect of Exchange Notes the holders of which could not receive Substitute Notes through the Registered Exchange Offer that, in the opinion of counsel, would be freely saleable by such holders without registration or requirement for delivery of a current prospectus under the Securities Act of 1933, as amended (other than a prospectus delivery requirement imposed on a broker-dealer who is exchanging Exchange Notes acquired for its own account as a result of a market making or other trading activities)), then the Issuer will pay liquidated damages of 1.00% per annum on the principal amount of Exchange Notes and Extended Term Loans outstanding to holders thereof from and including the 360th day after the date of the first issuance of Exchange Notes to but excluding the earlier of the effective date of such Shelf Registration Statement or the date of consummation of such Registered Exchange Offer (such damages may be payable, at the option of the Borrower, in the form of additional Exchange Notes, if the then interest rate thereon exceeds the applicable cash interest rate cap). The Issuer will also pay such damages for any period of time (subject to customary exceptions) following the effectiveness of a Shelf Registration Statement during which such Shelf Registration Statement is not available for resales thereunder. In addition, unless and until the Issuer has consummated the Registered Exchange Offer and, if required, caused the Shelf Registration Statement to become effective, the holders of the Exchange Notes will have the right to “piggy-back” the Exchange Notes in the registration of any debt securities (subject to customary scale-back provisions) that are registered by the Issuer (other than on a Form S-4) unless all the Exchange Notes and Extended Term Loans will be redeemed or repaid from the proceeds of such securities.

Right to Transfer Exchange Notes:

The holders of the Exchange Notes shall have the absolute and unconditional right to transfer such Exchange Notes in compliance with applicable law to any third parties.

Negative Covenants:

Usual and customary, in light of current market conditions, for recent facilities of this type and limited to the following: restrictions on the incurrence of indebtedness, the payment of

dividends, redemption of capital stock and making certain investments, the incurrence of liens, the sale of assets and the sale of subsidiary stock, entering into agreements that restrict the payment of dividends by subsidiaries or the repayment of intercompany loans and advances, entering into affiliate transactions, entering into mergers, consolidations and sales of substantially all the assets of the Borrower and its subsidiaries and requirements as to future subsidiary guarantors; provided, that such covenants will be incurrence-based covenants, based on those contained in the preliminary offering memorandum or prospectus used to market the New Notes prior to the Closing Date. Following the Initial Loan Maturity Date, the covenants relevant to the Extended Term Loans will automatically be modified so as to be consistent with the Exchange Notes.

Intercreditor Agreements:	The Exchange Notes and the Extended Term Loans shall each be subject to the Intercreditor Agreements.
Events of Default:	As appropriate, similar to the events of default applicable to the Existing Second Lien Notes.
Governing Law and Forum:	New York.

PROJECT LEGACY
REVOLVING FACILITY
Summary of Terms and Conditions

Set forth below is a summary of the terms and conditions for the Revolving Facility. Capitalized terms used but not defined in this Exhibit C shall have the meanings set forth in the Commitment Letter to which this Term Sheet is attached, including Exhibits A, B and D thereto

Borrower:	The Company.
Administrative Agent:	JPMorgan Chase Bank, N.A. (“JPMorgan”; in such capacity, the “ <u>Administrative Agent</u> ”) in respect of the Revolving Facility for a syndicate of banks, financial institutions and other institutional lenders (together with JPMorgan, the “ <u>Lenders</u> ”).
Arranger and Bookrunner:	JPMorgan (in such capacity, the “ <u>Arranger</u> ”).
Existing Credit Agreement:	That certain Amended and Restated Credit Agreement, dated as of December 9, 2014 (as amended, supplemented or otherwise modified from time to time, the “ <u>Existing Credit Agreement</u> ”), by and among the Company, as borrower, JPMorgan, as administrative agent, and the lending institutions party thereto.
Revolving Credit Facility:	A revolving credit facility (the “ <u>Revolving Facility</u> ”) in an aggregate maximum principal amount of \$3,500,000,000 (the “ <u>Maximum Amount</u> ”), subject to availability as described under the heading “Revolving Credit Facility Availability” below. The loans under the Revolving Facility are collectively referred to as “ <u>Revolving Loans</u> ”.
Swingline:	Same as Existing Credit Agreement.
Purpose / Use of Proceeds:	The proceeds of the Revolving Loans made on the Closing Date may be used as set forth in clause (e) of the Transaction Description set forth on Exhibit A. All other proceeds of Revolving Loans will be used to finance working capital needs and for other general corporate purposes, including, without limitation, the exploration, acquisition and development of oil and gas properties.
Revolving Credit Facility Availability:	The Revolving Facility will be available on a revolving basis during the period commencing on the Closing Date and ending on the earlier of the Revolving Maturity Date and the date the Revolving Commitments are terminated, subject to the Borrowing Base then in effect.
Borrowing Base:	Consistent with the Existing Credit Agreement, the Revolving Facility shall at all times be subject to a borrowing base, which shall be based on the loan value of the Loan Parties’ proved oil

and gas reserves (the “Borrowing Base”). The initial Borrowing Base shall be \$1,200,000,000 (the “Initial Borrowing Base”).

Interest Rates and Fees; LIBOR
Alternative Rate Provisions:

The interest rate shall be, for any day, with respect to any ABR Loan or LIBOR Loan, as the case may be, the rate per annum set forth in the grid below based upon the Borrowing Base Utilization Percentage (as defined in Existing Credit Agreement) in effect on such day:

Borrowing Base Utilization Percentage	$X \leq 25\%$	$25\% < X \leq 50\%$	$50\% < X \leq 75\%$	$75\% < X \leq 90\%$	$90\% < X$
LIBOR Loans	2.500%	2.750%	3.000%	3.250%	3.500%
ABR Loans	1.500%	1.750%	2.000%	2.250%	2.500%

Default Rate:

Same as Existing Credit Agreement.

Letters of Credit:

Same as Existing Credit Agreement.

Final Maturity:

Same as Existing Credit Agreement (the “Revolving Maturity Date”).

Guarantees:

Subject to the Certain Funds Provisions, same as Existing Credit Agreement.

Security:

Subject to the Certain Funds Provision, consistent with Existing Credit Agreement (the “Collateral”).

In the event that any mortgages encumbering the Borrowing Base Properties (as defined in the Existing Credit Agreement) are delivered after the Closing Date in accordance with the Certain Funds Provisions, the Borrower shall be required to deliver corresponding customary opinions of counsel for the relevant jurisdiction in which Borrowing Base Properties are being encumbered.

Notwithstanding anything to the contrary, title information consistent with usual and customary standards for the geographic regions in which the Borrowing Base Properties and acquired oil and gas properties are located shall be required to be delivered prior to or on the Closing Date with respect to (x) not less than 50% of the PV-9 value of the oil and gas properties evaluated in the Initial Reserve Report and (y) together with title information previously delivered to Administrative Agent pursuant to the Existing Credit Agreement, not less than 85% of the PV-9 of the Borrowing Base Properties evaluated in the Initial Reserve Report no later than 60 days following the Closing Date (provided, that such

timelines may be extended in the sole discretion of the Administrative Agent).

No later than 90 days following the Closing Date, the Borrower and the Guarantors shall be required to enter into control agreements with respect to all deposit, securities and commodities accounts, respectively, subject to certain customary exceptions consistent with the pledge agreement entered into to secure the Existing Credit Agreement (provided, that (a) such timeline may be extended in the sole discretion of the Administrative Agent and (b) to the extent that control agreements are in place under the Existing Credit Agreement, such control agreements shall remain in place).

Mandatory Prepayments: Same as Existing Credit Agreement.

Voluntary Prepayments and Reductions in Commitments; Prepayment Fees: Same as Existing Credit Agreement.

Documentation: Subject to the Certain Funds Provision, the definitive documentation for the Revolving Facility, including, if applicable, the RBL Amendment (the “Revolving Facility Documentation” and, together with the Bridge Facility Documentation, the “Facilities Documentation”) shall be negotiated in good faith and (a) shall be consistent with the Existing Credit Agreement, with such with such changes and modifications to reflect the terms set forth in this Exhibit C and such other changes and modifications as may be reasonably agreed between the Company and the Arranger (it being understood and agreed that such Revolving Facility Documentation will reflect customary agency, borrowing mechanics, and other ministerial provisions for credit agreements).

Conditions to Closing: Subject to the Certain Funds Provisions, the availability of the Revolving Facility shall be subject solely to the satisfaction of the applicable conditions set forth in the Commitment Letter and in Exhibit D.

Conditions to Subsequent Borrowings: Same as Existing Credit Agreement.

Representations and Warranties: Subject to the Certain Funds Provisions, same as Existing Credit Agreement (it being understood that all representations and warranties shall be made on the Closing Date (provided, that only the accuracy of the Specified Representations and the Specified Acquisition Agreement Representations shall be a condition to the availability of the Revolving Facility on the Closing Date).

Affirmative Covenants:	To be limited to the affirmative covenants in the Existing Credit Agreement, with changes as needed to allow for Transactions.
Negative Covenants:	To be limited to the negative covenants in the Existing Credit Agreement, with changes as needed to allow for Transactions including, without limitation, an increase in the second-lien debt basket.
Financial Covenants:	<p>(i) A maximum ratio of Consolidated Total Debt (as defined in the Existing Credit Agreement) to consolidated EBITDAX of 4.50 to 1.00, with step-downs to be agreed.</p> <p>(ii) A minimum ratio of Consolidated Current Assets to Consolidated Current Liabilities of 1.00 to 1.00.</p>
Events of Default:	Same as Existing Credit Agreement.
Voting:	Same as Existing Credit Agreement.
Cost and Yield Protection:	Same as Existing Credit Agreement.
Assignments and Participations:	Same as Existing Credit Agreement.
Intercreditor Agreements:	The Revolving Facility shall be subject to (a) that certain Intercreditor Agreement dated May 10, 2016, between the Administrative Agent, as priority lien agent, Wilmington Trust, National Association, as second lien collateral trustee and the Loan Parties party thereto and (b) each other intercreditor agreement entered into among the Borrower, the Administrative Agent and the applicable holder of any permitted junior lien debt in form and substance satisfactory to the Administrative Agent and the Majority Lenders in their sole discretion.
Expenses and Indemnification:	The Revolving Facility Documentation shall contain expense and indemnity provisions consistent with the Existing Credit Agreement.
Governing Law and Forum:	New York.
Counsel to the Administrative Agent and Arranger:	Simpson Thacher & Bartlett LLP.

PROJECT LEGACY
Summary of Additional Conditions

Subject in all respects to the Certain Funds Provisions, the availability of the Facilities on the Closing Date shall be subject to the satisfaction or waiver of the following conditions. Capitalized terms used but not defined herein have the meanings given in the Commitment Letter and the other Exhibits thereto.

(a) Each Loan Party shall have executed and delivered the applicable Facilities Documentation on terms consistent with the Commitment Letter.

(b) Subject to the Certain Funds Provisions, the Acquisition shall be consummated in all material respects in accordance with the Acquisition Agreement substantially concurrently with the initial funding of the Bridge Facility (if applicable) and the RBL Amendment or the Refinancing RBL Facility, as applicable, and, subject to the Certain Funds Provisions, no provision thereof shall have been waived, amended, supplemented or otherwise modified, and no consent shall have been given thereunder in any manner materially adverse to the interests of the Commitment Party or the Lenders without the prior written consent of the Commitment Party (not to be unreasonably withheld, delayed or conditioned); provided, that, unless funded by equity, an increase in the purchase price under the Acquisition Agreement greater than (but no such increase equal to or less than) 10% of such purchase price shall be deemed to be materially adverse to the interests of the Commitment Part or the Lenders; provided, further, that, unless accompanied by a dollar-for-dollar decrease in (i) first, Closing Date availability under the Revolving Facility and (ii) thereafter, the commitment amounts under the Bridge Facility and the Initial Borrowing Base on a pro rata basis, a decrease in the purchase price under the Acquisition Agreement greater than (but no such decrease equal to or less than) 10% of such purchase price shall be deemed to be materially adverse to the interests of the Commitment Part or the Lenders.

(c) The Lenders, the Administrative Agent and the Arranger shall receive all fees and invoiced expenses (to the extent invoiced at least three business days prior to the Closing Date) required to be paid by the Company on or before the Closing Date substantially concurrently with the initial funding of the Bridge Facility and the RBL Amendment or the Refinancing RBL Facility, as applicable.

(d) (i) The Administrative Agent shall have received, at least 5 days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act and requested in writing by the Administrative Agent no later than ten business days prior to the Closing Date and (ii) if the Borrower qualifies as a “legal entity” customer under 31 C.F.R. § 1010.230 and the Administrative Agent has provided the Borrower the name of each requesting Lender and its electronic delivery requirements at least ten business days prior to the Closing Date, the Administrative Agent and each such Lender requesting a certification regarding beneficial ownership as required by 31 C.F.R. § 1010.230 (such certification, a “Beneficial Ownership Certification”) will have received, at least 5 days prior to the Closing Date, the Beneficial Ownership Certification in relation to the Borrower.

(e) The Administrative Agent shall have received (i) audited consolidated financial statements of the Company for the three most recently completed fiscal years, (ii) (x) the audited consolidated balance sheets of the Target and its subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive income (loss), shareholders’ equity

and cash flows for the year ended December 31, 2017 (successor), for the period from September 13, 2016 through December 31, 2016 (successor), the period from January 1, 2016 through September 12, 2016 (predecessor) and the year ended December 31, 2015 (predecessor) and (y) the audited consolidated balance sheet of the Target and its subsidiaries and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity and cash flows for each subsequent fiscal year that ended at least 60 days prior to the Closing Date, (iii) unaudited consolidated financial statements of the Company for each fiscal quarter ended after the latest fiscal year referred to in clause (i) above (other than the last fiscal quarter of such latest fiscal year) that ended at least 40 days prior to the Closing Date, and unaudited consolidated financial statements of the Company for the corresponding period of the prior fiscal year (which, in each case, (x) need not include any information or notes not required by Article 10 of Regulation S-K of the Securities Act of 1933, as amended (the "Act"), to be included in unaudited interim financial statements of the Company and (y) are subject to normal year-end adjustments), and (iv) (x) the unaudited condensed consolidated balance sheets of the Target and its subsidiaries as of, and the related condensed consolidated statements of operations, comprehensive income (loss) and cash flows for the fiscal quarter ended, September 30, 2018 and, in the case of the statements of operations, comprehensive income (loss) and cash flows, unaudited condensed consolidated financial statements of the Target for the corresponding period of the prior fiscal year, and (y) the unaudited condensed consolidated balance sheet of the Target and its subsidiaries and the related statements of operations, comprehensive income (loss) and cash flows for each fiscal quarter ended after the latest fiscal year referred to in clause (ii)(y) above (other than the last fiscal quarter of such latest fiscal year) that ended at least 40 days prior to the Closing Date, and, in the case of the statements of operations, comprehensive income (loss) and cash flows, unaudited condensed consolidated financial statements of the Target for the corresponding period of the prior fiscal year (which, in each case, (x) need not include any information or notes not required by Article 10 of Regulation S-K of the Act to be included in unaudited interim financial statements of the Target and (y) are subject to normal year-end adjustments). The Administrative Agent confirms receipt of the financial statements described in clause (ii)(x) above.

(f) The Administrative Agent shall have received a pro forma consolidated balance sheet of the Company as at the date of the most recent balance sheet of the Company delivered pursuant to clause (i) of the preceding paragraph and a pro forma statement of operations for the four-quarter period ending on such date, in each case adjusting such financial statements to give effect to the consummation of the Acquisition and the financings contemplated hereby as if such transactions had occurred on such date or on the first day of such period, as applicable, prepared in accordance with Regulation S-X of the Act, except, with respect to Rules 3-10 and 3-16 thereof and certain other exceptions, as may be agreed.

(g) The Administrative Agent shall have received (i) customary legal opinions regarding the Borrower and the Guarantors, (ii) customary closing certificates (limited to, in each case for the Borrowers and the Guarantors: (x) customary corporate (or other organizational) resolutions and charter documents; (y) good standing certificates from the jurisdiction of organization of the Borrowers and the Guarantors, as applicable (to the extent such concept exists in the applicable jurisdiction); and (z) customary officers' incumbency certificates), (iii) customary notice of borrowing (provided that such notice and certifications required by clause (i) above or this clause (ii) shall not include any representation or statement as to the absence (or existence) of any default or event of default or a bring-down of representations and warranties), and (iv) a chief executive officer's (or such other officer with equivalent duties) solvency certificate from substantially in the form set forth in Annex I to this Exhibit D.

(h) [Reserved.]

(i) The Company shall have delivered to the Commitment Parties, no later than 30 days prior to the Closing Date, a customary prospectus or preliminary offering memorandum and other customary marketing materials relating to the New Notes usable in a customary high-yield road show, which shall comply with the rules and regulations (including Regulation S-X) of the Act, and the investment bank engaged to place the New Notes shall have been afforded a reasonable period, which shall not be less than 13 business days, following the receipt of such documentation to place the New Notes with qualified purchasers thereof.

(j) The Administrative Agent shall have received title information for not less than 50% of the PV-9 value of the Borrowing Base Properties evaluated in the Initial Reserve Report on the Closing Date consistent with usual and customary standards for the geographic regions in which the Borrowing Base Properties and acquired oil and gas properties are located.

(k) The Administrative Agent shall have received the (i) initial Reserve Report of DeGolyer and MacNaughton for the oil and gas properties of the Borrower and its subsidiaries as of December 31, 2017 and (ii) the initial Reserve Report of DeGolyer and MacNaughton for the oil and gas properties of the Target as of December 31, 2017 (the “Initial Reserve Report”).

(l) Substantially concurrently with the initial funding of the Bridge Facility and the RBL Amendment or the Refinancing RBL Facility, as applicable, the Refinancing shall have been consummated.

SOLVENCY CERTIFICATE

TO: JPMorgan Chase Bank, N.A., as Administrative Agent

RE: [Bridge Loan Agreement], dated as of [], 201[] by and among Denbury Resources Inc., a Delaware corporation (the "Borrower"), the guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Bridge Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Bridge Loan Agreement)

DATE: [], 201[]

Pursuant to Section [] of the Bridge Loan Agreement, the undersigned Authorized Officer of the Borrower hereby certifies on behalf of (and in his/her capacity as an Authorized Officer of) the Borrower, and not in his/her personal capacity, as follows:

1. The undersigned Authorized Officer of the Borrower is familiar with the properties, businesses, assets and liabilities of the Borrower and is duly authorized to execute this certificate on behalf of the Borrower.
2. After giving effect to the [Initial Loans] and the other transactions contemplated by the Bridge Loan Agreement:
 - a. The fair value of the assets of the Borrower and its subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, subordinated, contingent or otherwise, of the Borrower and its subsidiaries on a consolidated basis;
 - b. The present fair saleable value of the real and personal property of the Borrower and its subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Borrower and its subsidiaries on a consolidated basis on their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;
 - c. The Borrower and its subsidiaries on a consolidated basis will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and
 - d. The Borrower and its subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted after the date hereof.

The amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

Delivery of an executed counterpart of a signature page of this Certificate by fax transmission or other electronic mail transmission (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Certificate.

[Signature page follows.]

DENBURY RESOURCES INC.

By:

Name:

Title:

CERTIFICATION UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Chris Kendall, certify that:

1. I have reviewed this report on Form 10-Q of Denbury Resources Inc. (the registrant);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 9, 2018

/s/ Chris Kendall

Chris Kendall

President and Chief Executive Officer

CERTIFICATION UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark C. Allen, certify that:

1. I have reviewed this report on Form 10-Q of Denbury Resources Inc. (the registrant);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 9, 2018

/s/ Mark Allen

Mark C. Allen

Executive Vice President, Chief Financial Officer,
Treasurer, and Assistant Secretary

**Certification of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the accompanying Quarterly Report on Form 10-Q for the quarter ended September 30, 2018 (the Report) of Denbury Resources Inc. (Denbury) as filed with the Securities and Exchange Commission, each of the undersigned, in his capacity as an officer of Denbury, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Denbury.

Dated: November 9, 2018

/s/ Chris Kendall

Chris Kendall

President and Chief Executive Officer

Dated: November 9, 2018

/s/ Mark C. Allen

Mark C. Allen

Executive Vice President, Chief Financial Officer,
Treasurer, and Assistant Secretary