UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2020

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ____________ to____________

Commission File No. 001-33999

NORTHERN OIL AND GAS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**95-3848122**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

601 Carlson Pkwy – Suite 990
Minnetonka, Minnesota 55305
(Address of Principal Executive Offices)

(952) 476-9800
(Registrant's Telephone Number)

N/A
(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001	NOG	NYSE American

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 every interactive data file required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit 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:

Large Accelerated Filer ☐	Accelerated Filer ☒
Non-Accelerated Filer ☐	Smaller Reporting Company ☐
	Emerging Growth 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 ☒

As of May 7, 2020, there were 405,793,741 shares of our common stock, par value $0.001, outstanding.

GLOSSARY OF TERMS

Unless otherwise indicated in this report, natural gas volumes are stated at the legal pressure base of the state or geographic area in which the reserves are located at 60 degrees Fahrenheit. Crude oil and natural gas equivalents are determined using the ratio of six Mcf of natural gas to one barrel of crude oil, condensate or natural gas liquids.

The following definitions shall apply to the technical terms used in this report.

Terms used to describe quantities of crude oil and natural gas:

"*Bbl*." One stock tank barrel, of 42 U.S. gallons liquid volume, used herein in reference to crude oil, condensate or NGLs.

"*Boe*." A barrel of oil equivalent and is a standard convention used to express crude oil, NGL and natural gas volumes on a comparable crude oil equivalent basis. Gas equivalents are determined under the relative energy content method by using the ratio of 6.0 Mcf of natural gas to 1.0 Bbl of crude oil or NGL.

"*Boepd*." Boe per day.

"*Btu or British Thermal Unit*." The quantity of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

"*MBbl*." One thousand barrels of crude oil, condensate or NGLs.

"*MBoe*." One thousand Boe.

"*Mcf*." One thousand cubic feet of natural gas.

"*MMBbl*." One million barrels of crude oil, condensate or NGLs.

"*MMBoe*." One million Boe.

"*MMBtu*." One million British Thermal Units.

"*MMcf*." One million cubic feet of natural gas.

"*NGLs*." Natural gas liquids. Hydrocarbons found in natural gas that may be extracted as liquefied petroleum gas and natural gasoline.

Terms used to describe our interests in wells and acreage:

"*Basin*." A large natural depression on the earth's surface in which sediments generally brought by water accumulate.

"*Completion.*" The process of treating a drilled well followed by the installation of permanent equipment for the production of crude oil, NGLs, and/or natural gas.

"*Conventional play.*" An area that is believed to be capable of producing crude oil, NGLs, and natural gas occurring in discrete accumulations in structural and stratigraphic traps.

"*Developed acreage.*" Acreage consisting of leased acres spaced or assignable to productive wells. Acreage included in spacing units of infill wells is classified as developed acreage at the time production commences from the initial well in the spacing unit. As such, the addition of an infill well does not have any impact on a company's amount of developed acreage.

"*Development well.*" A well drilled within the proved area of a crude oil, NGL, or natural gas reservoir to the depth of a stratigraphic horizon (rock layer or formation) known to be productive for the purpose of extracting proved crude oil, NGL, or natural gas reserves.

"*Differential.*" The difference between a benchmark price of crude oil and natural gas, such as the NYMEX crude oil spot price, and the wellhead price received.

"*Dry hole*." A well found to be incapable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production exceed production expenses and taxes.

"*Exploratory well.*" A well drilled to find and produce crude oil, NGLs, or natural gas in an unproved area, to find a new reservoir in a field previously found to be producing crude oil, NGLs, or natural gas in another reservoir, or to extend a known reservoir.

"*Field*." An area consisting of a single reservoir or multiple reservoirs all grouped on, or related to, the same individual geological structural feature or stratigraphic condition. The field name refers to the surface area, although it may refer to both the surface and the underground productive formations.

"*Formation*." A layer of rock which has distinct characteristics that differs from nearby rock.

"*Gross acres or Gross wells*." The total acres or wells, as the case may be, in which a working interest is owned.

"*Held by operations*." A provision in an oil and gas lease that extends the stated term of the lease as long as drilling operations are ongoing on the property.

"*Held by production*." A provision in an oil and gas lease that extends the stated term of the lease as long as the property produces a minimum quantity of crude oil, NGLs, and natural gas.

"*Hydraulic fracturing*." The technique of improving a well's production by pumping a mixture of fluids into the formation and rupturing the rock, creating an artificial channel. As part of this technique, sand or other material may also be injected into the formation to keep the channel open, so that fluids or natural gases may more easily flow through the formation.

"*Infill well*." A subsequent well drilled in an established spacing unit of an already established productive well in the spacing unit. Acreage on which infill wells are drilled is considered developed commencing with the initial productive well established in the spacing unit. As such, the addition of an infill well does not have any impact on a company's amount of developed acreage.

"*Net acres*." The percentage ownership of gross acres. Net acres are deemed to exist when the sum of fractional ownership working interests in gross acres equals one (e.g., a 10% working interest in a lease covering 640 gross acres is equivalent to 64 net acres).

"*Net well*." A well that is deemed to exist when the sum of fractional ownership working interests in gross wells equals one.

"*NYMEX*." The New York Mercantile Exchange.

"*OPEC*." The Organization of Petroleum Exporting Countries.

"*Productive well*." A well that is found to be capable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of the production exceed production expenses and taxes.

"*Recompletion*." The process of treating a drilled well followed by the installation of permanent equipment for the production of crude oil, NGLs or natural gas or, in the case of a dry hole, the reporting of abandonment to the appropriate agency.

"*Reservoir*." A porous and permeable underground formation containing a natural accumulation of producible crude oil, NGLs and/or natural gas that is confined by impermeable rock or water barriers and is separate from other reservoirs.

"*Spacing*." The distance between wells producing from the same reservoir. Spacing is often expressed in terms of acres, e.g., 40-acre spacing, and is often established by regulatory agencies.

"*Unconventional play*." An area believed to be capable of producing crude oil, NGLs, and/or natural gas occurring in cumulations that are regionally extensive but require recently developed technologies to achieve profitability. These areas tend to have low permeability and may be closely associated with source rock as this is the case with crude oil and natural gas shale, tight crude oil and natural gas sands and coal bed methane.

"*Undeveloped acreage*." Leased acreage on which wells have not been drilled or completed to a point that would permit the production of economic quantities of crude oil, NGLs, and natural gas, regardless of whether such acreage contains proved reserves. Undeveloped acreage includes net acres held by operations until a productive well is established in the spacing unit.

"*Unit*." The joining of all or substantially all interests in a reservoir or field, rather than a single tract, to provide for development and operation without regard to separate property interests. Also, the area covered by a unitization agreement.

"*Wellbore*." The hole drilled by the bit that is equipped for natural gas production on a completed well. Also called well or borehole.

"*West Texas Intermediate or WTI*." A light, sweet blend of oil produced from the fields in West Texas.

"*Working interest*." The right granted to the lessee of a property to explore for and to produce and own crude oil, NGLs, natural gas or other minerals. The working interest owners bear the exploration, development, and operating costs on either a cash, penalty, or carried basis.

"Workover." Operations on a producing well to restore or increase production.

Terms used to assign a present value to or to classify our reserves:

"*Possible reserves.*" The additional reserves which analysis of geoscience and engineering data suggest are less likely to be recoverable than probable reserves.

"*Pre-tax PV-10% or PV-10*." The estimated future net revenue, discounted at a rate of 10% per annum, before income taxes and with no price or cost escalation or de-escalation in accordance with guidelines promulgated by the SEC.

"*Probable reserves.*" The additional reserves which analysis of geoscience and engineering data indicate are less likely to be recovered than proved reserves but which together with proved reserves, are as likely as not to be recovered.

"*Proved developed producing reserves (PDPs)*." Reserves that can be expected to be recovered through existing wells with existing equipment and operating methods. Additional crude oil, NGLs, and natural gas expected to be obtained through the application of fluid injection or other improved recovery techniques for supplementing the natural forces and mechanisms of primary recovery are included in "proved developed reserves" only after testing by a pilot project or after the operation of an installed program has confirmed through production response that increased recovery will be achieved.

"*Proved developed non-producing reserves (PDNPs)*." Proved crude oil, NGLs, and natural gas reserves that are developed behind pipe, shut-in or that can be recovered through improved recovery only after the necessary equipment has been installed, or when the costs to do so are relatively minor. Shut-in reserves are expected to be recovered from (1) completion intervals which are open at the time of the estimate but which have not started producing, (2) wells that were shut-in for market conditions or pipeline connections, or (3) wells not capable of production for mechanical reasons. Behind-pipe reserves are expected to be recovered from zones in existing wells that will require additional completion work or future recompletion prior to the start of production.

"*Proved reserves*." The quantities of crude oil, NGLs and natural gas, which, by analysis of geosciences and engineering data, can be estimated with reasonable certainty to be economically producible, from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations, prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced, or the operator must be reasonably certain that it will commence the project, within a reasonable time.

"*Proved undeveloped drilling location.*" A site on which a development well can be drilled consistent with spacing rules for purposes of recovering proved undeveloped reserves.

"*Proved undeveloped reserves*" or "*PUDs*." Reserves that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for development. Reserves on undrilled acreage are limited to those drilling units offsetting productive units that are reasonably certain of production when drilled. Proved reserves for other undrilled units are claimed only where it can be demonstrated with reasonable certainty that there is continuity of production from the existing productive formation. Estimates for proved undeveloped reserves will not be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual tests in the area and in the same reservoir or an analogous reservoir.

(i) The area of the reservoir considered as proved includes: (A) the area identified by drilling and limited by fluid contacts, if any, and (B) adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible crude oil, NGLs or natural gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons ("LKH") as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.

(iii) Where direct observation from well penetrations has defined a highest known oil ("HKO") elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering or performance data and reliable technology establish the higher contact with reasonable certainty.

(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when: (A) successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and (B) the project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average during the twelve-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based on future conditions.

"*Standardized measure*." Discounted future net cash flows estimated by applying year-end prices to the estimated future production of year-end proved reserves. Future cash inflows are reduced by estimated future production and development costs based on period end costs to determine pre-tax cash inflows. Future income taxes, if applicable, are computed by applying the statutory tax rate to the excess of pre-tax cash inflows over our tax basis in the oil and natural gas properties. Future net cash inflows after income taxes are discounted using a 10% annual discount rate.

NORTHERN OIL AND GAS, INC.
FORM 10-Q

March 31, 2020

C O N T E N T S

PART I - FINANCIAL INFORMATION

Item 1. ***Condensed Financial Statements.***

NORTHERN OIL AND GAS, INC.
CONDENSED BALANCE SHEETS

(In thousands, except par value and share data)	March 31, 2020	December 31, 2019
ASSETS	(Unaudited)	
Current Assets:		
Cash and Cash Equivalents	$ 8,512	$ 16,068
Accounts Receivable, Net	97,580	108,274
Advances to Operators	567	893
Prepaid Expenses and Other	2,216	1,964
Derivative Instruments	245,552	5,628
Income Tax Receivable	420	210
Total Current Assets	354,847	133,037
Property and Equipment:		
Oil and Natural Gas Properties, Full Cost Method of Accounting		
Proved	4,265,534	4,178,605
Unproved	10,846	11,047
Other Property and Equipment	2,156	2,157
Total Property and Equipment	4,278,536	4,191,809
Less – Accumulated Depreciation, Depletion and Impairment	(2,504,735)	(2,443,216)
Total Property and Equipment, Net	1,773,801	1,748,593
Derivative Instruments	94,329	8,554
Deferred Income Taxes	—	210
Other Noncurrent Assets, Net	14,409	15,071
Total Assets	$ 2,237,386	$ 1,905,465
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts Payable	$ 58,447	$ 69,395
Accrued Liabilities	101,302	110,374
Accrued Interest	9,308	11,615
Derivative Instruments	130	11,298
Current Portion of Long-term Debt	65,000	—
Other Current Liabilities	891	795
Total Current Liabilities	235,078	203,477
Long-term Debt	975,282	1,118,161
Derivative Instruments	547	8,079
Asset Retirement Obligations	17,198	16,759
Other Noncurrent Liabilities	273	345
TOTAL LIABILITIES	$ 1,228,379	$ 1,346,822
COMMITMENTS AND CONTINGENCIES (NOTE 8)		
STOCKHOLDERS' EQUITY		

Preferred Stock, Par Value $.001; 5,000,000 Shares Authorized; 2,294,702 Series A Shares Outstanding at 3/31/2020 1,500,000 Series A Shares Outstanding at 12/31/2019		2		2
Common Stock, Par Value $.001; 675,000,000 Shares Authorized; 405,803,181 Shares Outstanding at 3/31/2020 406,085,183 Shares Outstanding at 12/31/2019		406		406
Additional Paid-In Capital		1,513,516		1,431,438
Retained Deficit		(504,917)		(873,203)
Total Stockholders' Equity		1,009,007		558,643
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$	2,237,386	$	1,905,465

The accompanying notes are an integral part of these condensed financial statements.

NORTHERN OIL AND GAS, INC.
CONDENSED STATEMENTS OF OPERATIONS
(UNAUDITED)

(In thousands, except share and per share data)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
REVENUES		
Oil and Gas Sales	$ 130,196	$ 132,684
Gain (Loss) on Commodity Derivatives, Net	376,581	(139,623)
Other Revenue	8	5
Total Revenues	506,785	(6,934)
OPERATING EXPENSES		
Production Expenses	37,335	24,666
Production Taxes	11,896	12,520
General and Administrative Expense	4,871	6,051
Depletion, Depreciation, Amortization and Accretion	61,809	45,134
Total Operating Expenses	115,911	88,371
INCOME (LOSS) FROM OPERATIONS	390,875	(95,305)
OTHER INCOME (EXPENSE)		
Interest Expense, Net of Capitalization	(16,551)	(19,548)
Gain (Loss) on Unsettled Interest Rate Derivatives, Net	(677)	—
Loss on Extinguishment of Debt	(5,527)	—
Debt Exchange Derivative Gain	—	6,287
Contingent Consideration Gain	—	1,392
Other Income	—	12
Total Other Income (Expense)	(22,755)	(11,857)
INCOME (LOSS) BEFORE INCOME TAXES	368,120	(107,162)
INCOME TAX PROVISION (BENEFIT)	(166)	—
NET INCOME (LOSS)	$ 368,286	$ (107,162)
Net Income (Loss) Per Common Share – Basic	$ 0.90	$ (0.29)
Net Income (Loss) Per Common Share – Diluted	$ 0.74	$ (0.29)
Weighted Average Shares Outstanding – Basic	403,662,541	371,448,566
Weighted Average Shares Outstanding – Diluted	497,265,647	371,448,566

The accompanying notes are an integral part of these condensed financial statements.

NORTHERN OIL AND GAS, INC.
CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

(In thousands)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Loss)	$ 368,286	$ (107,162)
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities:		
Depletion, Depreciation, Amortization and Accretion	61,809	45,134
Amortization of Debt Issuance Costs	1,461	1,301
Loss on Extinguishment of Debt	5,527	—
Amortization of Bond Premium on Long-term Debt	(321)	(746)
Deferred Income Taxes	210	—
(Gain) Loss of Derivative Instruments	(344,398)	152,169
Gain on Debt Exchange Derivative	—	(6,287)
Loss on Contingent Consideration	—	(1,392)
PIK Interest on Second Lien Notes	—	1,742
Stock-Based Compensation Expense	1,079	2,751
Other	(57)	(21)
Changes in Working Capital and Other Items:		
Accounts Receivable, Net	10,789	5,939
Prepaid and Other Expenses	(251)	178
Accounts Payable	(1,514)	5,783
Accrued Interest	(2,290)	426
Accrued Liabilities	327	(907)
Net Cash Provided by Operating Activities	100,654	98,908
CASH FLOWS FROM INVESTING ACTIVITIES		
Drilling and Development Capital Expenditures	(78,962)	(69,786)
Acquisition of Oil and Natural Gas Properties	(25,537)	(8,122)
Purchases of Other Property and Equipment	—	(5)
Net Cash Used for Investing Activities	(104,500)	(77,913)
CASH FLOWS FROM FINANCING ACTIVITIES		
Advances on Revolving Credit Facility	25,000	53,000
Repayments on Revolving Credit Facility	(15,000)	(46,000)
Repurchases of Second Lien Notes	(13,277)	—
Debt Issuance Costs Paid	(37)	(70)
Debt Exchange Derivative Settlements	—	(894)
Contingent Consideration Settlements	—	(9,778)
Repurchases of Common Stock	—	(15,108)
Restricted Stock Surrenders - Tax Obligations	(396)	(558)
Net Cash Used for Financing Activities	(3,710)	(19,409)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(7,555)	1,586
CASH AND CASH EQUIVALENTS – BEGINNING OF PERIOD	16,068	2,358
CASH AND CASH EQUIVALENTS – END OF PERIOD	8,512	3,944

The accompanying notes are an integral part of these condensed financial statements.

NORTHERN OIL AND GAS, INC.
CONDENSED STATEMENTS OF STOCKHOLDERS' EQUITY
(UNAUDITED)

(In thousands, except share data)	Common Stock		Preferred Stock		Additional Paid-In	Retained Earnings	Total Stockholders' Equity
	Shares	Amount	Shares	Amount	Capital	(Deficit)	(Deficit)
December 31, 2019	406,085,183	$ 406	1,500,000	$ 2	$ 1,431,438	$ (873,203)	$ 558,643
Issuance of Common Stock	50,000	—	—	—	—	—	—
Share Based Compensation	—	—	—	—	1,263	—	1,263
Restricted Stock Surrenders - Tax Obligations	(332,002)	—	—	—	(396)	—	(396)
Issuance of Preferred Stock, Net of Issuance Costs	—	—	794,702	1	81,211	—	81,212
Net Income	—	—	—	—	—	368,286	368,286
March 31, 2020	405,803,181	$ 406	2,294,702	$ 2	$ 1,513,516	$ (504,917)	$ 1,009,007

	Common Stock		Preferred Stock		Additional Paid-In	Retained Earnings	Total Stockholders' Equity
(In thousands, except share data)	Shares	Amount	Shares	Amount	Capital	(Deficit)	(Deficit)
December 31, 2018	378,333,070	$ 378	—	$ —	$ 1,226,371	$ (796,884)	$ 429,865
Issuance of Common Stock	3,160,200	3	—	—	—	—	3
Restricted Stock Forfeitures	(4,802)	—	—	—	—	—	—
Stock-Based Compensation	—	—	—	—	2,832	—	2,832
Restricted Stock Surrenders - Tax Obligations	(220,531)	—	—	—	(558)	—	(558)
Repurchases of Common Stock	(5,635,003)	(6)	—	—	(15,102)	—	(15,108)
Contingent Consideration Settlements	1,167,544	1	—	—	2,886	—	2,887
Net Loss	—	—	—	—	—	(107,162)	(107,162)
March 31, 2019	376,800,478	$ 377	—	$ —	$ 1,216,429	$ (904,046)	$ 312,760

The accompanying notes are an integral part of these condensed financial statements.

NOTES TO CONDENSED FINANCIAL STATEMENTS
MARCH 31, 2020
(UNAUDITED)

NOTE 1 ORGANIZATION AND NATURE OF BUSINESS

Northern Oil and Gas, Inc. (the "Company," "Northern," "our" and words of similar import), a Delaware corporation, is an independent energy company engaged in the acquisition, exploration, exploitation, development and production of crude oil and natural gas properties. The Company's common stock trades on the NYSE American market under the symbol "NOG".

Northern's principal business is crude oil and natural gas exploration, development, and production with operations that primarily target the Bakken and Three Forks formations in the Williston Basin of the United States. The Company acquires leasehold interests that comprise of non-operated working interests in wells and in drilling projects within its area of operations.

For the three months ended March 31, 2020, crude oil accounted for79% of the Company's total production and 89% of its oil and gas sales.

NOTE 2 BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial information included herein is unaudited. The balance sheet as of December 31, 2019 has been derived from the Company's audited financial statements for the year ended December 31, 2019. However, such information includes all adjustments (consisting of normal recurring adjustments and change in accounting principles) that are, in the opinion of management, necessary for a fair presentation of financial position, results of operations and cash flows for the interim periods. The results of operations for interim periods are not necessarily indicative of the results to be expected for an entire year.

Certain information, accounting policies, and footnote disclosures normally included in the financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") have been condensed or omitted in this Form 10-Q pursuant to certain rules and regulations of the Securities and Exchange Commission ("SEC"). The condensed financial statements should be read in conjunction with the audited financial statements for the year ended December 31, 2019, which were included in the Company's 2019 Annual Report on Form 10-K for the fiscal year ended December 31, 2019.

Revenues, expenses, cash flows, assets and liabilities can and do vary during each quarter of the year. Additionally, in March 2020, the World Health Organization declared novel coronavirus 2019 ("COVID-19") a pandemic. The broader implication of COVID-19 on our results of operations and overall financial performance remains uncertain. We may experience various effects that could materially adversely impact our business, financial condition, results of operations and overall financial performance in future periods.

Use of Estimates

The preparation of financial statements under GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

The most significant estimates relate to proved crude oil and natural gas reserves, estimates relating to certain crude oil and natural gas revenues and expenses, fair value of derivative instruments, fair value of contingent consideration, acquisition date fair values of assets acquired and liabilities assumed, impairment of oil and natural gas properties, asset retirement obligations and deferred income taxes. Actual results may differ from those estimates.

Adopted and Recently Issued Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, Financial Instruments - Credit Losses (Topic 326) - Measurement of credit losses on financial instruments, which requires a company immediately recognize management's current estimated credit losses ("CECL") for all financial instruments that are not accounted for at fair value through net income. Previously, credit losses on financial assets were only required to be recognized when they were incurred. The Company adopted ASU 2016-13 on January 1, 2020. The guidance did not have a significant impact on the condensed financial statements or notes accompanying the condensed financial statements.

In August 2018, the FASB issued ASU No. 2018-13, Fair value measurement (Topic 820) - Disclosure framework - Changes to the disclosure requirements for fair value measurement, which modifies the disclosure requirements on fair value measurements in Topic 820. The Company adopted ASU 2018-13 on January 1, 2020. The guidance did not have a significant impact on the condensed financial statements or notes accompanying the condensed financial statements.

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740) - Simplifying the Accounting for Income Taxes, which simplifies the accounting for income taxes by removing certain exceptions to the general principles and also simplification of areas such as separate entity financial statements and interim recognition of enactment of tax laws or rate changes. ASU 2019-12 is effective for fiscal years beginning after December 15, 2020, including interim reporting periods within those years. The Company is currently evaluating the effect of ASU 2019-12, but does not expect the adoption of this guidance to have a material impact on its financial position, cash flows or result of operations.

In March 2020, the FASB issued ASU No. 2020-04, Reference Rate Reform, which provides temporary optional guidance to companies impacted by the transition away from the London Interbank Offered Rate (LIBOR). The amendment provides certain expedients and exceptions to applying GAAP in order to lessen the potential accounting burden when contracts, hedging
relationships, and other transactions that reference LIBOR as a benchmark rate are modified. This amendment is effective upon issuance and expires on December 31, 2022. The Company is currently assessing the impact of the LIBOR transition and this ASU on the Company's condensed financial statements.

Revenue Recognition

The Company's revenues are primarily derived from its interests in the sale of oil and natural gas production. The Company recognizes revenue from its interests in the sales of oil and natural gas in the period that its performance obligations are satisfied. Performance obligations are satisfied when the customer obtains control of product, when the Company has no further obligations to perform related to the sale, when the transaction price has been determined and when collectability is probable.

A wellhead imbalance liability equal to the Company's share is recorded to the extent that the Company's well operators have sold volumes in excess of its share of remaining reserves in an underlying property. However, for the three months ended March 31, 2020 and 2019, the Company's natural gas production was in balance, meaning its cumulative portion of natural gas production taken and sold from wells in which it has an interest equaled its entitled interest in natural gas production from those wells.

The Company's disaggregated revenue has two revenue sources, which are oil sales and natural gas and NGL sales, and the Company only operates inone geographic area, the Williston Basin in the United States, primarily in North Dakota and Montana. Oil sales for the three months ended March 31, 2020 and 2019 were $116.3 million and $123.6 million, respectively. Natural gas and NGL sales for the three months ended March 31, 2020 and 2019 were $13.9 million and $9.1 million, respectively.

Concentrations of Market, Credit and Other Risks

The future results of the Company's crude oil and natural gas operations will be affected by the market prices of crude oil and natural gas. The availability of a ready market for crude oil and natural gas products in the future will depend on numerous factors beyond the control of the Company, including weather, imports, marketing of competitive fuels, proximity and capacity of crude oil and natural gas pipelines and other transportation facilities, any oversupply or undersupply of crude oil, natural gas and liquid products, economic disruptions resulting from the COVID-19 pandemic, the regulatory environment, the economic environment, and other regional and political events, none of which can be predicted with certainty.

The Company operates in the exploration, development and production sector of the crude oil and natural gas industry. The Company's receivables include amounts due, indirectly via the third-party operators of the wells, from purchasers of its crude oil and natural gas production. While certain of these customers, as well as third-party operators of the wells, are affected by periodic downturns in the economy in general or in their specific segment of the crude oil or natural gas industry, the Company believes that its level of credit-related losses due to such economic fluctuations have been immaterial.

As a non-operator, 100% of the Company's wells are operated by third-party operating partners. As a result, the Company is highly dependent on the success of these third-party operators. If they are not successful in the development, exploitation, production and exploration activities relating to the Company's leasehold interests, or are unable or unwilling to perform, the

Company's financial condition and results of operation could be adversely affected. These risks are heightened in the current low commodity price environment, which may present significant challenges to these third-party operators. The Company's third-party operators will make decisions in connection with their operations that may not be in the Company's best interests, and the Company may have little or no ability to exercise influence over the operational decisions of its third-party operators. For the three months ended March 31, 2020, the Company's top four operators made up 53% of total oil and gas sales, compared to 59% for the three months ended March 31, 2019.

The Company faces concentration risk due to the fact that all of its oil and natural gas properties are located in the Williston Basin, primarily in North Dakota and Montana. As a result, the Company is disproportionately exposed to risks affecting its single geographic area of operations.

The Company manages and controls market and counterparty credit risk. In the normal course of business, collateral is not required for financial instruments with credit risk. Financial instruments which potentially subject the Company to credit risk consist principally of temporary cash balances and derivative financial instruments. The Company maintains cash and cash equivalents in bank deposit accounts which, at times, may exceed the federally insured limits. The Company has not experienced any significant losses from such investments. The Company attempts to limit the amount of credit exposure to any one financial institution or company. The Company believes the credit quality of its counterparties is generally high. In the normal course of business, letters of credit or parent guarantees may be required for counterparties which management perceives to have a higher credit risk.

Net Income (Loss) Per Common Share

Basic earnings per share ("EPS") are computed by dividing net income (loss) available to common stockholders (the numerator) by the weighted average number of common shares outstanding for the period (the denominator). Diluted EPS is computed by dividing net income (loss) by the weighted average number of common shares and potential common shares outstanding (if dilutive) during each period. Potential common shares include shares issuable upon exercise of stock options and vesting of restricted stock awards, and shares issuable upon conversion of the Series A Preferred Stock (see Note 5). The number of potential common shares outstanding are calculated using treasury stock or if-converted method.

The reconciliation of the denominators used to calculate basic EPS and diluted EPS for the three months ended March 31, 2020 and 2019 are as follows:

	Three Months Ended March 31,	
(In thousands, except share and per share data)	**2020**	**2019**
Net Income (Loss)	$ 368,286	$ (107,162)
Less: Cumulative Dividends on Preferred Stock	(3,729)	—
Net Income (Loss) Attributable to Common Stock	$ 364,557	$ (107,162)
Weighted Average Common Shares Outstanding:		
Weighted Average Common Shares Outstanding – Basic	403,662,541	371,448,566
Plus: Dilutive Effect of Restricted Stock	354,658	—
Plus: Dilutive Effect of Preferred Shares	93,248,448	—
Weighted Average Common Shares Outstanding – Diluted	497,265,647	371,448,566
Net Income (Loss) per Common Share:		
Basic	$ 0.90	$ (0.29)
Diluted	$ 0.74	$ (0.29)
Shares underlying Restricted Stock Awards Excluded from EPS Due to Anti-Dilutive Effect	143,818	1,278,489

Supplemental Cash Flow Information

The following reflects the Company’s supplemental cash flow information:

	Three Months Ended March 31,	
(In thousands)	**2020**	**2019**
Supplemental Cash Items:		
Cash Paid During the Period for Interest, Net of Amount Capitalized	$ 15,990	$ 16,929
Non-cash Investing Activities:		
Oil and Natural Gas Properties Included in Accounts Payable and Accrued Liabilities	143,220	133,872
Capitalized Asset Retirement Obligations	259	226
Compensation Capitalized on Oil and Gas Properties	184	84
Non-cash Financing Activities:		
Issuance of 8.50% Second Lien Notes due 2023 - PIK Interest	—	1,738
Issuance of Preferred Stock for 2L Notes Repurchase	81,212	—
Contingent Consideration Settlements	—	2,887

NOTE 3 CRUDE OIL AND NATURAL GAS PROPERTIES

The Company follows the full cost method of accounting for crude oil and natural gas operations whereby all costs related to the exploration and development of crude oil and natural gas properties are capitalized into a single cost center (“full cost pool”). Such costs include land acquisition costs, geological and geophysical expenses, carrying charges on non-producing properties, costs of drilling directly related to acquisition, and exploration activities. Internal costs that are capitalized are directly attributable to acquisition, exploration and development activities and do not include costs related to production, general corporate overhead or similar activities. Costs associated with production and general corporate activities are expensed in the period incurred.

Under the full cost method of accounting, the Company is required to perform a ceiling test each quarter. The test determines a limit, or ceiling, on the book value of the proved oil and gas properties. Net capitalized costs are limited to the lower of unamortized cost net of deferred income taxes, or the cost center ceiling. The Company did not have any ceiling test impairment for the three months ended March 31, 2020 and 2019, respectively.

At March 31, 2020, the Company’s impairment review used prices that reflect an average of the trailing 12-month prices as prescribed pursuant to the SEC’s guidelines. The average prices used in the March 31, 2020 impairment review are significantly higher than the actual and currently forecasted prices for 2020. As lower average monthly pricing is reflected in the trailing 12-month average pricing calculation for future fiscal quarters, the present value of the Company’s future net revenues is expected to decline and a material impairment is expected to be recognized. Given the current oil and natural gas pricing environment, the Company expects it will have noncash ceiling test write-downs of its oil and natural gas properties in 2020.

The book value of the Company’s crude oil and natural gas properties consists of all acquisition costs (including cash expenditures and the value of stock consideration), drilling costs and other associated capitalized costs. Acquisitions are accounted for as purchases and, accordingly, the results of operations are included in the accompanying condensed statements of operations from the closing date of the acquisition. Acquired assets and liabilities assumed are recorded based on their estimated fair value at the time of the acquisition. Acquisitions have been funded with internal cash flow, bank borrowings and the issuance of debt and equity securities.

2020 Acquisitions

The Company acquired oil and natural gas properties, through a number of independent transactions, for a total of $25.5 million during the three months ended March 31, 2020. These amounts include $18.4 million, of development costs that occurred prior to the closings of the acquisitions.

2019 Acquisitions

The Company acquired oil and natural gas properties, through a number of independent transactions, for a total of $8.4 million during the three months ended March 31, 2019.

VEN Bakken Acquisition

On July 1, 2019, the Company completed its acquisition (the "VEN Bakken Acquisition") of certain oil and gas properties and interests from VEN Bakken, LLC ("VEN Bakken"), effective as of July 1, 2019. VEN Bakken is a wholly-owned subsidiary of Flywheel Bakken, LLC. At closing the acquired assets consisted of approximately 90.1 net producing wells and 3.3 net wells in process, as well as approximately 18,000 net acres substantially all in North Dakota. The Company also assumed certain crude oil derivative contracts from VEN Bakken as part of the acquisition. The VEN Bakken Acquisition was completed pursuant to the purchase and sale agreement between the Company and VEN Bakken, dated as of April 18, 2019.

The total estimated consideration paid by the Company was $315.3 million, consisting of (i) $174.9 million in cash, (ii) 5,602,147 shares of Company common stock valued at $11.7 million, based on the $2.09 per share closing price of Company common stock on the closing date of the acquisition and (iii) $128.7 million of value attributable to a 6.0% unsecured promissory note due July 1, 2022 issued by the Company to VEN Bakken in the aggregate principal amount of $130.0 million (the "Unsecured VEN Bakken Note"). The Company incurred $1.8 million of transactions costs in connection with the acquisition, which are included in general and administrative expense in the condensed statement of operations. The following table reflects the fair values of the net assets and liabilities as of the date of acquisition:

		(In thousands)
Fair value of net assets:		
Proved oil and natural gas properties	$	324,974
Asset retirement cost		2,680
Total assets acquired		327,654
Asset retirement obligations		(2,680)
Derivative instruments		(9,694)
Net assets acquired	$	315,280
Fair value of consideration paid for net assets:		
Cash consideration	$	174,912
Issuance of common stock (5.6 million shares at $2.09 per share)		11,708
Unsecured VEN Bakken Note		128,660
Total fair value of consideration transferred	$	315,280

Pro Forma Information

The following summarized unaudited pro forma condensed statement of operations information for the three months ended March 31, 2019, assumes that the VEN Bakken Acquisition occurred as of January 1, 2019. There is no pro forma information included for the three months ended March 31, 2020, because the Company's actual financial results for such period fully reflect this acquisition. The Company prepared the following summarized unaudited pro forma financial results for comparative purposes only. The summarized unaudited pro forma information may not be indicative of the results that would have occurred had the Company completed the acquisition as of January 1, 2019, or that would be attained in the future.

(In thousands)	Three Months Ended March 31, 2019
Revenues	$ (13,515)
Net Loss	(139,749)

Unproved Properties

All properties that are not classified as proved properties are considered unproved properties and, thus, the costs associated with such properties are not subject to depletion. Once a property is classified as proved, all associated acreage and drilling costs are subject to depletion.

The Company historically has acquired unproved properties by purchasing individual or small groups of leases directly from mineral owners, landmen, or lease brokers, which leases historically have not been subject to specified drilling projects, and by purchasing lease packages in identified project areas controlled by specific operators. The Company generally participates in drilling activities on a heads up basis by electing whether to participate in each well on a well-by-well basis at the time wells are proposed for drilling.

The Company believes that the majority of its unproved costs will become subject to depletion within the next five years by proving up reserves relating to the acreage through exploration and development activities, by impairing the acreage that will expire before the Company can explore or develop it further or by determining that further exploration and development activity will not occur. The timing by which all other properties will become subject to depletion will be dependent upon the timing of future drilling activities and delineation of its reserves.

Capitalized costs associated with impaired unproved properties, which includes leases that have expired or have been deemed uneconomic, and capitalized costs related to properties having proved reserves, plus the estimated future development costs and asset retirement costs, are depleted and amortized on the unit-of-production method. Under this method, depletion is calculated at the end of each period by multiplying total production for the period by a depletion rate. The depletion rate is determined by dividing the total unamortized cost base plus future development costs by net equivalent proved reserves at the beginning of the period. The costs of unproved properties are withheld from the depletion base until such time as they are either developed or abandoned. When proved reserves are assigned or the property is considered to be impaired, the cost of the property or the amount of the impairment is added to costs subject to depletion and full cost ceiling calculations. For the three months ended March 31, 2020 and 2019, unproved properties of $1.7 million and $0.7 million, respectively, were impaired.

NOTE 4 LONG-TERM DEBT

The Company's long-term debt consists of the following:

(in thousands)	March 31, 2020	December 31, 2019
Revolving Credit Facility	$ 590,000	$ 580,000
Second Lien Notes due 2023	327,489	417,733
Unsecured VEN Bakken Note	130,000	130,000
Total principal	1,047,489	1,127,733
Unamoritzed debt discounts and premiums	3,244	4,860
Unamortized debt issuance costs (1)	(10,450)	(14,432)
Total debt	1,040,282	1,118,161
Less current portion of long-term debt	(65,000)	—
Total long-term debt	$ 975,282	$ 1,118,161

(1) Debt issuance costs related to the Company's revolving credit facility of $9.3 million and $9.8 million as of March 31, 2020 and December 31, 2019, respectively, are recorded in "Other Noncurrent Assets, Net" on the balance sheets.

Revolving Credit Facility

On November 22, 2019, the Company entered into a Second Amended and Restated Credit Agreement (the "Revolving Credit Facility") with Wells Fargo Bank, National Association, as administrative agent, and the lenders from time to time party thereto, which amended and restated the Company's prior revolving credit facility that was entered into on October 5, 2018. The Revolving Credit Facility is scheduled to mature on November 22, 2024, provided that the maturity date shall be 91 days prior to the scheduled maturity date of the earlier of (i) the Second Lien Notes (defined below) if any Second Lien Notes remain outstanding on such date or (ii) the Unsecured VEN Bakken Note if any principal amount of the Unsecured VEN Bakken Note remains outstanding on such date.

The Revolving Credit Facility is subject to a borrowing base with maximum loan value to be assigned to the proved reserves attributable to the Company and its subsidiaries' (if any) oil and gas properties. The borrowing base as of March 31, 2020 was $800.0 million. The borrowing base will be redetermined semiannually on or around April 1st and October 1st, with one interim "wildcard" redetermination available between scheduled redeterminations. The April 1st scheduled redetermination shall be based on a January 1st engineering report audited by a third party (reasonably acceptable by the Agent). The Company's April 1st, 2020 redetermination is still in process.

At the Company's option, borrowings under the Revolving Credit Facility shall bear interest at the base rate or LIBOR plus an applicable margin. Base rate loans bear interest at a rate per annum equal to the greatest of: (i) the agent bank's prime rate; (ii) the federal funds effective rate plus 50 basis points; and (iii) the adjusted LIBOR rate for a one-month interest period plus 100 basis points. The applicable margin for base rate loans ranges from 100 to 200 basis points, and the applicable margin for LIBOR loans ranges from 200 to 300 basis points, in each case depending on the percentage of the borrowing base utilized.

The Revolving Credit Facility contains negative covenants that limit the Company's ability, among other things, to pay dividends, incur additional indebtedness, sell assets, enter into certain derivatives contracts, change the nature of its business or operations, merge, consolidate, or make certain types of investments. In addition, the Revolving Credit Facility requires that the Company comply with the following financial covenants: (i) as of the date of determination, the ratio of total net debt to EBITDAX (as defined in the Revolving Credit Facility) shall be no more than 3.50 to 1.00, measured on a pro forma rolling four quarter basis, and (ii) the current ratio (defined as consolidated current assets including unused amounts of the total commitments, but excluding non-cash assets under FASB ASC 815, divided by consolidated current liabilities excluding current non-cash obligations under FASB ASC 815 and current maturities under the Revolving Credit Facility, the Second Lien Notes and the Unsecured VEN Bakken Note) shall not be less than 1.00 to 1.00. The Company is in compliance with these financial covenants as of March 31, 2020.

The Company's obligations under the Revolving Credit Facility may be accelerated, subject to customary grace and cure periods, upon the occurrence of certain Events of Default (as defined in the Revolving Credit Facility). Such Events of Default include customary events for a financing agreement of this type, including, without limitation, payment defaults, the inaccuracy of representations and warranties, defaults in the performance of affirmative or negative covenants, defaults on other indebtedness of us or the Company's subsidiaries, defaults related to judgments and the occurrence of a Change in Control (as defined in the Revolving Credit Facility).

The Company's obligations under the Revolving Credit Facility are secured by mortgages on not less than 85% of the value of proven reserves associated with the oil and gas properties included in the determination of the borrowing base. Additionally, the Company entered into a Guaranty and Collateral Agreement in favor of the Agent for the secured parties, pursuant to which the Company's obligations under the Revolving Credit Facility are secured by a first priority security interest in substantially all of the Company's assets.

Second Lien Notes due 2023

On May 15, 2018, the Company issued 8.500% senior secured second lien notes due 2023 (the "Second Lien Notes") with an aggregate principal amount of $344.3 million (the "Original 2L Notes") in exchange for certain previously outstanding 8.000% senior unsecured notes due June 1, 2020 (the "Unsecured Notes"). In October 2018, the Company issued an additional $350.0 million aggregate principal amount of Second Lien Notes (the "Additional 2L Notes"), the proceeds of which were used in connection with the retirement of the Company's prior term loan credit agreement. In addition, as of and through March 31, 2020, the Company had issued another $4.3 million of additional aggregate principal amount of Second Lien Notes pursuant to the interest payment-in-kind provisions thereof.

During 2019, the Company repurchased and retired $10.1 million in aggregate principal amount of Second Lien Notes in open market transactions. In November 2019, the Company completed a cash tender offer to redeem and repay $200.0 million principal amount of Second Lien Notes. Also in November 2019, the Company redeemed and repaid $70.8 million principal amount of Second Lien Notes in exchange for Series A Preferred Stock. In January 2020, the Company completed four independent, separately negotiated purchase agreements to repurchase and retire $76.7 million aggregate principal amount of Second Lien Notes in exchange for Series A Preferred Stock and cash. During the three months ended March 31, 2020, the Company repurchased and retired $13.5 million aggregate principal amount of Second Lien Notes in open market transactions.

The terms of the Second Lien Notes include those stated in the Indenture entered into on May 15, 2018 by the Company and Wilmington Trust, National Association, as trustee (the "Original 2L Indenture"), as amended by the First Supplemental Indenture, dated September 18, 2018 (the "First Supplemental 2L Indenture"), the Second Supplemental Indenture, dated October 5, 2018 (the "Second Supplemental 2L Indenture"), and the Third Supplemental Indenture, dated November 22, 2019 (the "Third Supplemental 2L Indenture" and, together with the Original 2L Indenture, the First Supplemental 2L Indenture, and the Second Supplemental 2L Indenture, the "2L Indenture").

The Second Lien Notes are the senior secured obligations of the Company and rank equal in right of payment to all existing and future senior indebtedness of the Company and its subsidiaries. The Second Lien Notes are secured by second priority security interests in substantially all assets of the Company, subject to certain exceptions. The Second Lien Notes will be guaranteed by all of the Company's direct and indirect subsidiaries that guarantee indebtedness under any other indebtedness for borrowed money of the Company or any of the Company's subsidiary guarantors. As of March 31, 2020, the Company did not have any subsidiaries. The Second Lien Notes will mature on May 15, 2023.

Interest on the Second Lien Notes accrues at a rate of8.500% per annum payable in cash quarterly in arrears on the first day of each calendar quarter. Additional interest may accrue depending on the Company's total debt to EBITDAX ratio as of each December 31st and June 30th, provided that any such additional interest would be payable in kind (the "PIK Interest"). No PIK Interest will accrue so long as the Company's total debt to EBITDAX ratio remains below 2.50 to 1.00 as of each applicable measurement date. PIK Interest of 1.00% per annum will accrue if the Company's total debt to EBITDAX ratio is less than2.75 to 1.00 but equal to or greater than2.50 to 1.00. PIK Interest of 2.00% per annum will accrue if the Company's total debt to EBITDAX ratio is less than3.00 to 1.00 but equal to or greater than2.75 to 1.00. PIK Interest of 3.00% per annum will accrue if the Company's total debt to EBITDAX ratio is greater than or equal to 3.00 to 1.00. No PIK Interest has accrued since March 31, 2019. Default interest will be payable in cash on demand at the then applicable interest rate plus 3.00% per annum.

The Company may redeem all or a portion of any of the Second Lien Notes at the following redemption prices during the following time periods (plus accrued and unpaid interest on the Second Lien Notes redeemed): (i) from and after May 15, 2018 until May 15, 2021, 104%, (ii) on and after May 15, 2021 until May 15, 2022,102%, and (iii) on and after May 15, 2022, 100%; provided that any redemption of Second Lien Notes (or the acceleration of Second Lien Notes) prior to May 15, 2020 shall also be accompanied by a make whole premium. Subject to the terms of an intercreditor agreement, the Company is also required to offer to prepay the Second Lien Notes with 100% of the net cash proceeds of asset sales, casualty events and condemnations in excess of $20.0 million not required to be used to pay down the loans under the Revolving Credit Facility, subject to customary exclusions and reinvestment provisions. Mandatory prepayment offers will be subject to payment of the make whole premium and redemption price set forth above, as applicable.

If a change of control occurs, the Company will be required to offer to repurchase the Second Lien Notes at the repurchase price of101% of the principal amount of repurchased Second Lien Notes (subject to the prepayment provisions of the Revolving Credit Facility). The Second Lien Notes contain negative covenants that limit the Company's ability, among other things, to pay cash dividends, incur additional indebtedness, sell assets, enter into certain derivatives contracts, change the nature of its business or operations, merge, consolidate, make certain types of investments, amend other debt documents, and incur any additional debt on a subordinated or junior basis to the Revolving Credit Facility and on a senior basis to the Second Lien Notes. The Second Lien Notes do not include any financial maintenance covenants.

The obligations of the Company under the Second Lien Notes may be accelerated upon the occurrence of an Event of Default (as such term is defined in the 2L Indenture). Events of Default include customary events for a capital markets debt financing of this type, including, without limitation, payment defaults, the inaccuracy of representations and warranties, defaults in the performance of affirmative or negative covenants, defaults on other indebtedness of the Company or its subsidiaries, bankruptcy or related defaults, defaults related to judgments and the occurrence of a Change of Control (as such term is defined in the 2L Indenture).

Unsecured VEN Bakken Note

On July 1, 2019, in connection with the completion of the VEN Bakken Acquisition, the Company issued the Unsecured VEN Bakken Note in the original principal amount of $130.0 million (see Note 3 above). Fifty percent (50%) of the original principal amount of the Unsecured VEN Bakken Note is required to be repaid by the Company on or before January 1, 2021, and the remaining unpaid principal amount is required to be repaid by the Company on or before July 1, 2022, in each case together with all accrued but unpaid interest thereon. Interest, at a rate of 6.0% per annum, is due quarterly in arrears on the first day of each calendar quarter, commencing on October 1, 2019. The Unsecured VEN Bakken Note does not include any financial maintenance covenants and is unsecured.

The obligations of the Company under the Unsecured VEN Bakken Note may be accelerated, subject to certain grace and cure periods, upon the occurrence of an event of default. Events of default include customary events, including, without limitation, payment defaults, the inaccuracy of representations and warranties, defaults in the performance of certain affirmative or negative covenants, defaults on other indebtedness of the Company, and bankruptcy or insolvency related defaults. The Unsecured VEN Bakken Note contains negative covenants that limit the Company's ability, among other things, to pay dividends, repurchase equity, incur additional indebtedness, sell assets, terminate or unwind certain derivatives contracts, change the nature of its business or operations and merge or consolidate. In addition, the Unsecured VEN Bakken Note is subject to a mandatory prepayment offer in connection with a change of control.

NOTE 5   COMMON AND PREFERRED STOCK

Common Stock

The Company is authorized to issue up to 675,000,000 shares of common stock, par value $0.001 per share. As of March 31, 2020, the Company had 405,803,181 shares of common stock issued and outstanding.

Preferred Stock

The Company is authorized to issue up to 5,000,000 shares of preferred stock, par value $0.001 per share, with such designations, voting and other rights and preferences as may be determined from time to time by the Board of Directors. As of March 31, 2020 the Company had 2,294,702 shares of preferred stock issued and outstanding, respectively, all of which were shares of 6.500% Series A Perpetual Cumulative Convertible Preferred Stock (the "Series A Preferred Stock").

The terms of the Series A Preferred Stock are set forth in the Certificate of Designations for the Series A Preferred Stock (the "Certificate of Designations"), as originally filed with the Delaware Secretary of State on November 22, 2019, and as amended thereafter. The Series A Preferred Stock ranks senior to the Company's common stock with respect to the payment of dividends and distribution of assets upon liquidation, dissolution or winding-up. Holders of the Series A Preferred Stock are entitled to receive, when, as and if declared by the board of directors of the Company, cumulative dividends in cash, at a rate of 6.500% per annum on the sum of (i) the $100 liquidation preference per share of Series A Preferred Stock (the "Liquidation Preference") and (ii) all accumulated and unpaid dividends (if any), payable semi-annually in arrears on May 15 and November 15 of each year, commencing on May 15, 2020. As of March 31, 2020, there were $5.3 million of accumulated dividends on the Series A Preferred Stock, which are not reflected in the condensed financial statements because they have not been declared.

The Series A Preferred Stock is convertible at the holders' option (an "Optional Conversion") into common stock at a conversion rate set forth in the Certificate of Designations, subject to customary adjustments as provided for therein. As of March 31, 2020, the conversion rate was 43.63 shares of common stock for each share of Series A Preferred Stock (which is equivalent to a conversion price of approximately $2.292 per share of Common Stock). Holders may be entitled to additional shares of common stock or cash in connection with a conversion that occurs in connection with a Fundamental Change (as defined in the Certificate of Designations). The Series A Preferred Stock is convertible at the Company's option (a "Mandatory Conversion") if the closing sale price of the Company's common stock equals or exceeds 145% of the conversion price for at least 20 trading days (whether or not consecutive) in a period of 30 consecutive trading days. A Mandatory Conversion would also entitle the holder to a cash payment equal to eight semi-annual dividend payments, less an amount equal to all cash dividend payments made in respect of such holder's shares of Series A Preferred Stock prior to such Mandatory Conversion. The occurrence of any Optional Conversion or Mandatory Conversion is subject to various terms and limitations set forth in the Certificate of Designations.

The Certificate of Designations also sets forth additional information relating to the payment of dividends, voting, conversion rights, consent rights, liquidation rights, the ranking of the Series A Preferred Stock in comparison with the Company's other securities, and other matters.

2020 Activity

Common Stock

During the three months ended March 31, 2020, 0.3 million shares of common stock were surrendered by certain employees of the Company to cover tax obligations in connection with their restricted stock awards. The total value of these shares was approximately $0.4 million, which is based on the market prices on the dates the shares were surrendered.

Preferred Stock

During the three months ended March 31, 2020, the Company issued 794,702 shares of Series A Preferred Stock as part of separate transactions pursuant to which the Company retired $76.7 million in aggregate principal amount of Second Lien Notes (see Note 4).

Stock Repurchase Program

In May 2011, the Company's board of directors approved a stock repurchase program to acquire up to $150.0 million of the Company's outstanding common stock. The stock repurchase program allows the Company to repurchase its shares from time to time in the open market, block transactions and in negotiated transactions.

During the three months ended March 31, 2020, the Company did not repurchase shares of its common stock under the stock repurchase program. During the three months ended March 31, 2019, the Company repurchased 5.6 million shares of its common stock under the stock repurchase program at a total cost of $16.3 million, of which $1.2 million was recorded as a settlement of contingent consideration liabilities. The Company's accounting policy upon the repurchase of shares is to deduct its par value from common stock and to reflect any excess of cost over par value as a deduction from Additional Paid-in Capital. All repurchased shares are now included in the Company's pool of authorized but unissued shares.

NOTE 6 STOCK-BASED COMPENSATION

The Company's 2018 Equity Incentive Plan (the "2018 Plan"), which replaced the Company's prior 2013 Incentive Plan (the "2013 Plan"), authorized 15,000,000 shares for grant under the 2018 Plan, plus the 769,775 shares remaining available for future grants under the 2013 Plan on the date the stockholders approved the 2018 Plan. No future awards will be made under the 2013 Plan. The 2013 Plan continues to govern awards that were made thereunder, which remain in effect pursuant to their terms. As of March 31, 2020, there were 12,563,710 shares available for future awards under the 2018 Plan.

The Company recognizes the fair value of stock-based compensation awards expected to vest over the requisite service period as a charge against earnings, net of amounts capitalized. The Company's stock-based compensation awards are accounted for as equity instruments and are included in the "General and administrative" line item in the unaudited statements of operations. The Company capitalizes a portion of stock-based compensation for employees who are directly involved in the acquisition of oil and natural gas properties into the full cost pool. Capitalized stock-based compensation is included in the "Oil and natural gas properties" line item on the unaudited balance sheets.

The 2018 Plan and 2013 Plan award types are summarized as follows:

Restricted Stock Awards

The Company issues restricted stock awards ("RSAs") subject to various vesting conditions as compensation to executive officers, employees and directors of the Company. RSAs issued to employees and executive officers generally vest over three years, provided that any performance and/or market conditions are also met. RSAs issued to directors generally vest over one year, provided that any performance and/or market conditions are also met. For RSAs subject to service and/or performance vesting conditions, the grant-date fair value is established based on the closing price of the Company's common stock on such date. Stock-based compensation expense for awards subject to only service conditions is recognized on a straight-line basis over the service period. Stock-based compensation expense for awards with both service and performance conditions is recognized on a graded basis only if it is probable that the performance condition will be achieved. The Company accounts for forfeitures of awards granted under these plans as they occur in determining stock-based compensation expense.

For awards subject to a market condition, the grant-date fair value is estimated using a Monte Carlo valuation model. The Company recognizes stock-based compensation expense for awards subject to market-based vesting conditions regardless of whether it becomes probable that these conditions will be achieved or not, and stock-based compensation expense for any such awards is not reversed if vesting does not actually occur. The Monte Carlo model is based on random projections of stock price paths and must be repeated numerous times to achieve a probabilistic assessment. Expected volatility is calculated based on the historical volatility and implied volatility of the Company's common stock, and the risk-free interest rate is based on U.S. Treasury yield curve rates with maturities consistent with the three-year vesting period.

The following table reflects the outstanding RSAs and activity related thereto for the three months ended March 31, 2020:

	Service-based Awards		Service and Performance-based Awards		Service and Market-based Awards		Service, Performance, and Market-based Awards	
	Number of Shares	Weighted-average Grant Date Fair Value	Number of Shares	Weighted-average Grant Date Fair Value	Number of Shares	Weighted-average Grant Date Fair Value	Number of Shares	Weighted-average Grant Date Fair Value
Outstanding at December 31, 2019	414,004	$ 2.41	375,000	$ 2.70	1,189,661	$ 1.80	708,000	$ 0.98
Shares granted	50,000	2.23	—	—	—	—	—	—
Shares forfeited	—	—	—	—	—	—	—	—
Shares vested	(241,795)	2.58	(212,500)	2.70	(69,168)	1.67	(316,000)	0.98
Outstanding at March 31, 2020	222,209	$ 2.19	162,500	$ 2.70	1,120,493	$ 1.81	392,000	$ 0.98

At March 31, 2020, there was $2.3 million of total unrecognized compensation expense related to unvested RSAs. That cost is expected to be recognized over a weighted average period of 0.7 years. For the three months ended March 31, 2020 and 2019, the total fair value of the Company's restricted stock awards vested was $1.2 million and $2.0 million, respectively.

NOTE 7 RELATED PARTY TRANSACTIONS

On October 21, 2019, the Company announced the commencement of (i) a cash tender offer (the "Tender Offer") to purchase up to $200.0 million in aggregate principal amount of the Company's Second Lien Notes; (ii) an exchange offer (the "Exchange Offer") to eligible holders of Second Lien Notes to exchange up to $70.8 million in aggregate principal amount of Second Lien Notes for shares of the Company's newly issued Series A Preferred Stock; (iii) a related solicitation of consents (the "Consent Solicitation") to adopt certain proposed amendments to the indenture for the Second Lien Notes; and (iv) an offer to eligible holders of Second Lien Notes to subscribe to purchase for up to $75.0 million in cash additional shares of Series A Preferred Stock (the "Subscription Offer"). Parties affiliated with TRT Holdings, Inc. (collectively, the "TRT Parties") held Second Lien Notes and thus had the right to participate in the Tender Offer, Exchange Offer, Consent Solicitation and Subscription Offer on terms identical to the terms generally offered to all holders of Second Lien Notes. These transactions closed on November 22, 2019, with the TRT Parties (i) exchanging $1.0 million aggregate principal amount of Second Lien Notes for 10,947 shares of Series A Preferred Stock pursuant to the Exchange Offer and (ii) acquiring 10,947 additional shares of Series A Preferred Stock for a purchase price of $1.1 million pursuant to the Subscription Offer. On February 20, 2020, the Company entered into an exchange agreement (the "Exchange Agreement") with the TRT Parties related to the Series A Preferred Stock, as follows. The certificate of designations of the Series A Preferred Stock, as amended (the "Certificate of Designations"), contains limitations on the ability of the company or holders of Series A Preferred Stock to effect conversions of shares of Series A Preferred Stock for shares of the Company's common stock if after a conversion a holder would beneficially own shares of common stock in excess of 9.99% of the aggregate number of shares of the Company's common stock outstanding immediately after giving pro forma effect to the issuance of shares upon such conversion (the "Conversion Cap"). As of the date of the Exchange Agreement, the TRT Parties collectively beneficially owned a number of shares of the Company's common stock in excess of the Conversion Cap. The Exchange Agreement provides, notwithstanding anything to the contrary in the Certificate of Designations, including the Conversion Cap, for the TRT Parties to be able to exchange shares of Series A Preferred Stock for shares of the Company's common stock in the manner otherwise contemplated by the Certificate of Designations. As of the date hereof, the TRT Parties have not exchanged or converted any shares of Series A Preferred Stock into Common Stock. Two of our directors, Mr. Frantz and Mr. Popejoy, are employed by the TRT Parties and the TRT Parties beneficially owned in excess of 10% of the Company's outstanding common stock at the time of the transactions described in this paragraph.

In January 2019, the Company repurchased 3.7 million shares of Company common stock from W Energy Partners LLC ("W Energy") for cash consideration of $11.1 million. The repurchased shares were originally issued by the Company as partial consideration for an acquisition of oil and gas properties from W Energy during 2018. W Energy beneficially owned in excess of 10% of the Company's outstanding common stock at the time of the repurchase transactions.

The Company's Audit Committee is responsible for approving all transactions involving related parties, including each of the transactions identified above.

NOTE 8 COMMITMENTS & CONTINGENCIES

Litigation

The Company is engaged in various proceedings incidental to the normal course of business. Due to their nature, such legal proceedings involve inherent uncertainties, including but not limited to, court rulings, negotiations between affected parties and governmental intervention. Based upon the information available to the Company and discussions with legal counsel, it is the Company's opinion that the outcome of the various legal actions and claims that are incidental to its business will not have a material impact on the Company's financial position, results of operations or cash flows. Such matters, however, are subject to many uncertainties, and the outcome of any matter is not predictable with assurance.

The Company's interests in certain crude oil and natural gas leases from the State of North Dakota are subject to an ongoing dispute over the ownership of minerals underlying the bed of the Missouri River within the boundaries of the Fort Berthold Reservation. The ongoing dispute is between the State of North Dakota and three affiliated tribes, both of whom have purported to lease mineral rights in tracts of riverbed within the reservation boundaries. In the event the ongoing dispute results in a final judgment that is adverse to the Company's interests, the Company would be required to reverse approximately $4.6 million in revenue (net of accrued taxes) that has been accrued since the first quarter of 2013 based on the Company's purported interest in the crude oil and natural gas leases at issue. Due to the long-term nature of this title dispute, the $4.6 million in accounts receivable is included in "Other Noncurrent Assets, Net" on the condensed balance sheets. The Company fully maintains the validity of its interests in the crude oil and natural gas leases.

NOTE 9 INCOME TAXES

Income tax expense during interim periods is based on applying an estimated annual effective income tax rate to year-to-date income, plus any significant unusual or infrequently occurring items which are recorded in the interim period. The provision for income taxes for the three months ended March 31, 2020 and 2019 differs from the amount that would be provided by applying the statutory U.S. federal income tax rate of 21% to pre-tax income due to the recognition of a full valuation allowance during both the three months ended March 31, 2020 and 2019, respectively.

In assessing the realizability of deferred tax assets ("DTAs"), management considers whether it is more likely than not that some portion, or all, of the Company's DTAs will not be realized. In making such determination, the Company considers all available positive and negative evidence, including (i) its earnings history, (ii) its ability to recover net operating loss carry-forwards, (iii) the projected future income and results of operations, and (iv) its ability to use tax planning strategies. If the Company concludes that it is more likely than not that some portion, or all, of its DTAs will not be realized, the tax asset is reduced by a valuation allowance. The Company assesses the appropriateness of its valuation allowance on a quarterly basis. At December 31, 2019, the Company had a valuation allowance totaling $144.2 million on its net DTAs, and as of March 31, 2020, the Company maintains a full valuation allowance on its net DTAs.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law making several changes to the Internal Revenue Code. The changes include, but are not limited to: increasing the limitation on the amount of deductible interest expense, allowing companies to carryback certain net operating losses, and increasing the amount of net operating loss carryforwards that corporations can use to offset taxable income. The tax law changes in the Act did not have a material impact on the Company's income tax provision.

NOTE 10 FAIR VALUE

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The Company uses a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value which are the following:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Financial Assets and Liabilities

As required, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels. The following tables set forth by level within the fair value hierarchy the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis as of March 31, 2020 and December 31, 2019:

	Fair Value Measurements at March 31, 2020 Using		
(In thousands)	**Quoted Prices In Active Markets for Identical Assets (Liabilities) (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Commodity Derivatives – Current Asset (crude oil price swaps)	$ —	$ 245,552	$ —
Commodity Derivatives – Noncurrent Asset (crude oil price and crude oil price swaptions)	—	94,329	—
Interest Rate Derivatives – Current Liabilities	—	(130)	—
Interest Rate Derivatives – Noncurrent Liabilities	—	(547)	—
Total	$ —	$ 339,204	$ —

	Fair Value Measurements at December 31, 2019 Using		
(In thousands)	**Quoted Prices In Active Markets for Identical Assets (Liabilities) (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Commodity Derivatives – Current Asset (crude oil price swaps)	$ —	$ 5,628	$ —
Commodity Derivatives – Current Liabilities (crude oil price swaps)	—	(11,298)	—
Commodity Derivatives – Noncurrent Asset (crude oil price swaps and crude oil price swaptions)	—	8,554	—
Commodity Derivatives – Noncurrent Liabilities (crude oil price swaps and crude oil swaptions)	—	(8,079)	—
Total	$ —	$ (5,195)	$ —

Commodity Derivatives. The Level 2 instruments presented in the tables above consist of commodity derivative instruments (see Note 11). The fair value of the Company's commodity derivative instruments is determined based upon future prices, volatility and time to maturity, among other things. Counterparty statements are utilized to determine the value of the commodity derivative instruments and are reviewed and corroborated using various methodologies and significant observable inputs. The Company's and the counterparties' nonperformance risk is evaluated. The fair value of commodity derivative contracts is reflected on the condensed balance sheet. The current derivative asset and liability amounts represent the fair values expected to be settled in the subsequent twelve months.

Interest Rate Derivatives. The Level 2 instruments presented in the tables above consist of interest rate derivative instruments (see Note 11). The fair value of the Company's interest rate derivative instruments is determined based upon contracted notional amounts, active market-quoted LIBOR yield curves, and time to maturity, among other things. Counterparty statements are utilized to determine the value of the interest rate derivative instruments and are reviewed and corroborated using various methodologies and significant observable inputs. The Company's and the counterparties' nonperformance risk is evaluated. The fair value of interest rate derivative contracts is reflected on the condensed balance sheet. The current derivative asset and liability amounts represent the fair values expected to be settled in the subsequent twelve months.

Fair Value of Other Financial Instruments

The carrying amounts of cash equivalents, receivables and payables approximate fair value due to the highly liquid or short-term nature of these instruments.

Long-term debt is not presented at fair value on the balance sheets, as it is recorded at carrying value, net of unamortized debt issuance costs and unamortized premium or discount (see Note 4). The fair value of the Company's Second Lien Notes is $194.9 million and $434.4 million at March 31, 2020 and December 31, 2019, respectively. The fair value of the Company's Second Lien Notes are based on active market quotes, which represent Level 1 inputs.

There is no active market for the Revolving Credit Facility or the Unsecured VEN Bakken Note. The recorded value of the Revolving Credit Facility approximates its fair value because of its floating rate structure based on the LIBOR spread, secured interest, and the Company's borrowing base utilization. The recorded value of the VEN Bakken Note approximates its fair value. The fair value measurements for the Revolving Credit Facility and the Unsecured VEN Bakken Note represent Level 2 inputs.

Non-Financial Assets and Liabilities

The Company estimates asset retirement obligations pursuant to the provisions of ASC 410. The initial measurement of asset retirement obligations at fair value is calculated using discounted cash flow techniques and based on internal estimates of future retirement costs associated with oil and natural gas properties. Given the unobservable nature of the inputs, including plugging costs and reserve lives, the initial measurement of the asset retirement obligations liability is deemed to use Level 3 inputs. Asset retirement obligations incurred and acquired during the three months ended March 31, 2020 were approximately $0.3 million.

Though the Company believes the methods used to estimate fair value are consistent with those used by other market participants, the use of other methods or assumptions could result in a different estimate of fair value. There were no transfers of financial assets or liabilities between Level 1, Level 2 or Level 3 inputs for the three months ended March 31, 2020.

NOTE 11 DERIVATIVE INSTRUMENTS AND PRICE RISK MANAGEMENT

The Company utilizes commodity price swaps, basis swaps, swaptions and collars (purchased put options and written call options) to (i) reduce the effects of volatility in price changes on the crude oil commodities it produces and sells, (ii) reduce commodity price risk and (iii) provide a base level of cash flow in order to assure it can execute at least a portion of its capital spending. In addition, in the first quarter of 2020, the Company began to utilize interest rate swaps to mitigate exposure to changes in interest rates on the Company's variable-rate indebtedness.

All derivative instruments are recorded on the Company's balance sheet as either assets or liabilities measured at their fair value (see Note 10). The Company has not designated any derivative instruments as hedges for accounting purposes and does not enter into such instruments for speculative trading purposes. If a derivative does not qualify as a hedge or is not designated as a hedge, the changes in the fair value are recognized in the Company's condensed statements of operations as a gain or loss on derivative instruments. Mark-to-market gains and losses represent changes in fair values of derivatives that have not been settled. The Company's cash flow is only impacted when the actual settlements under the derivative contracts result in making or receiving a payment to or from the counterparty. These cash settlements represent the cumulative gains and losses on the Company's derivative instruments for the periods presented and do not include a recovery of costs that were paid to acquire or modify the derivative instruments that were settled.

The Company has master netting agreements on individual derivative instruments with certain counterparties and therefore the current asset and liability are netted on the balance sheet and the non-current asset and liability are netted on the balance sheet for contracts with these counterparties.

Commodity Derivative Instruments

The following table presents settlements on commodity derivative instruments and unsettled gains and losses on open commodity derivative instruments for the periods presented which is recorded in the revenue section of our condensed financial statements:

	Three Months Ended March 31,	
(In thousands)	**2020**	**2019**
Gain (Loss) on Settled Commodity Derivatives	$ 31,506	$ 12,546
Gain (Loss) on Unsettled Commodity Derivatives	345,075	(152,169)
Gain (Loss) on Commodity Derivatives, Net	$ 376,581	$ (139,623)

As of March 31, 2020, the Company had a total volume on open commodity price swaps of15.1 million barrels at a weighted average price of approximately $56.45 per barrel. The following table reflects the weighted average price of open commodity price swap derivative contracts as of March 31, 2020, by year with associated volumes.

Year	**Volumes (Bbl)**	**Weighted Average Price ($)**
2020	7,441,988	58.05
2021[1]	6,333,674	55.41
2022[2]	1,372,866	52.57

(1) The Company has entered into crude oil derivative contracts that give counterparties the option to extend certain current derivative contracts for additional periods. Options covering a notional volume of 0.3 million barrels for 2021 are exercisable on or about December 31, 2020. If the counterparties exercise all such options, the notional volume of the Company's existing crude oil derivative contracts will increase by 0.3 million barrels at a weighted average price of $57.84 per barrel for 2021.

(2) The Company has entered into crude oil derivative contracts that give counterparties the option to extend certain current derivative contracts for additional periods. Options covering a notional volume of 2.6 million barrels for 2022 are exercisable on or about December 31, 2021. If the counterparties exercise all such options, the notional volume of the Company's existing crude oil derivative contracts will increase by 2.6 million barrels at a weighted average price of $54.20 per barrel for 2022. Additionally, counterparties have options covering a notional volume of 0.2 million barrels for 2023 at a weighted average price of $43.00 per barrel.

Interest Rate Derivative Instruments

The Company uses interest rate swaps to effectively convert a portion of its variable rate indebtedness to fixed rate indebtedness. As of March 31, 2020, the Company had interest rate swaps with a total notional amount of $200.0 million. The settlement of these derivative instruments is recognized as a component of interest expense in the condensed statements of operations. The mark-to-market component of these derivative instruments is recognized in gain (loss) on unsettled interest rate derivatives, net in the condensed statements of operations.

Other Information Regarding Derivative Instruments

The following table sets forth the amounts, on a gross basis, and classification of the Company's outstanding derivative financial instruments at March 31, 2020 and December 31, 2019, respectively. Certain amounts may be presented on a net basis on the condensed financial statements when such amounts are with the same counterparty and subject to a master netting arrangement.

Type of Contract	Balance Sheet Location	March 31, 2020 Estimated Fair Value	December 31, 2019 Estimated Fair Value
Derivative Assets:		*(In thousands)*	
Commodity Price Swap Contracts	Current Assets	$ 245,552	$ 20,164
Interest Rate Swap Contracts	Current Assets	151	—
Commodity Price Swap Contracts	Noncurrent Assets	99,800	16,069
Interest Rate Swap Contracts	Noncurrent Assets	1	—
Total Derivative Assets		$ 345,503	$ 36,233
Derivative Liabilities:			
Commodity Price Swap Contracts	Current Liabilities	$ —	$ (25,834)
Interest Rate Swap Contracts	Current Liabilities	(281)	—
Commodity Price Swap Contracts	Noncurrent Liabilities	—	(5,273)
Interest Rate Swap Contracts	Noncurrent Liabilities	(548)	—
Commodity Price Swaptions Contracts	Noncurrent Liabilities	(5,471)	(10,321)
Total Derivative Liabilities		$ (6,299)	$ (41,428)

The use of derivative transactions involves the risk that the counterparties will be unable to meet the financial terms of such transactions. When the Company has netting arrangements with its counterparties that provide for offsetting payables against receivables from separate derivative instruments these assets and liabilities are netted on the balance sheet. The tables presented below provide reconciliation between the gross assets and liabilities and the amounts reflected on the balance sheet. The amounts presented exclude derivative settlement receivables and payables as of the balance sheet dates.

	Estimated Fair Value at March 31, 2020		
(In thousands)	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset on the Balance Sheet	Net Amounts of Assets (Liabilities) Presented in the Balance Sheet
Offsetting of Derivative Assets:			
Current Assets	$ 245,703	$ (151)	$ 245,552
Noncurrent Assets	99,800	(5,471)	94,329
Total Derivative Assets	$ 345,503	$ (5,622)	$ 339,881
Offsetting of Derivative Liabilities:			
Current Liabilities	$ (281)	$ 151	$ (130)
Noncurrent Liabilities	(6,019)	5,471	(547)
Total Derivative Liabilities	$ (6,299)	$ 5,622	$ (677)

	Estimated Fair Value at December 31, 2019		
(In thousands)	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset on the Balance Sheet	Net Amounts of Assets (Liabilities) Presented in the Balance Sheet
Offsetting of Derivative Assets:			
Current Assets	$ 20,164	$ (14,536)	$ 5,628
Non-Current Assets	16,069	(7,515)	8,554
Total Derivative Assets	$ 36,233	$ (22,051)	$ 14,182
Offsetting of Derivative Liabilities:			
Current Liabilities	$ (25,834)	$ 14,536	$ (11,298)
Non-Current Liabilities	(15,594)	7,515	(8,079)
Total Derivative Liabilities	$ (41,428)	$ 22,051	$ (19,377)

All of the Company’s outstanding derivative instruments are covered by International Swap Dealers Association Master Agreements (“ISDAs”) entered into with parties that are also lenders under the Company’s Revolving Credit Facility. The Company’s obligations under the derivative instruments are secured pursuant to the Revolving Credit Facility, and no additional collateral had been posted by the Company as of March 31, 2020. The ISDAs may provide that as a result of certain circumstances, such as cross-defaults, a counterparty may require all outstanding derivative instruments under an ISDA to be settled immediately. See Note 10 for the aggregate fair value of all derivative instruments that were in a net liability position at March 31, 2020 and December 31, 2019.

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

Cautionary Statement Concerning Forward-Looking Statements

This Management's Discussion and Analysis of Financial Condition and Results of Operations contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933 (the "Securities Act") and the Securities Exchange Act of 1934 (the "Exchange Act"). All statements other than statements of historical facts included in this report regarding our financial position, business strategy, plans and objectives of management for future operations, industry conditions, indebtedness covenant compliance, capital expenditures, production, cash flow, borrowing base under our revolving credit facility, and impairment are forward-looking statements. When used in this report, forward-looking statements are generally accompanied by terms or phrases such as "estimate," "project," "predict," "believe," "expect," "continue," "anticipate," "target," "could," "plan," "intend," "seek," "goal," "will," "should," "may" or other words and similar expressions that convey the uncertainty of future events or outcomes. Items contemplating or making assumptions about actual or potential future sales, market size, collaborations, and trends or operating results also constitute such forward-looking statements.

Forward-looking statements involve inherent risks and uncertainties, and important factors (many of which are beyond our control) that could cause actual results to differ materially from those set forth in the forward-looking statements, including the following: the effects of the COVID-19 pandemic and related economic slowdown, changes in crude oil and natural gas prices, the pace of drilling and completions activity on our current properties, infrastructure constraints and related factors affecting our properties, our ability to acquire additional development opportunities, changes in our reserves estimates or the value thereof, general economic or industry conditions, nationally and/or in the communities in which we conduct business, changes in the interest rate environment, legislation or regulatory requirements, conditions of the securities markets, our ability to raise or access capital, changes in accounting principles, policies or guidelines, financial or political instability, health-related epidemics, acts of war or terrorism, and other economic, competitive, governmental, regulatory and technical factors affecting our company's operations, products and prices.

We have based any forward-looking statements on our current expectations and assumptions about future events. While our management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Accordingly, results achieved may differ materially from expected results described in these statements. You should consider carefully the statements in the section entitled "Item 1A. Risk Factors" and other sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019, as updated by subsequent reports we file with the SEC (including this report), which describe factors that could cause our actual results to differ from those set forth in the forward-looking statements. Forward-looking statements speak only as of the date they are made. We do not undertake, and specifically disclaim, any obligation to update any forward-looking statements to reflect events or circumstances occurring after the date of such statements.

The following discussion should be read in conjunction with the unaudited Condensed Financial Statements and accompanying Notes to Condensed Financial Statements appearing elsewhere in this report.

Overview

We are an independent energy company engaged in the acquisition, exploration, development and production of oil and natural gas properties, primarily in the Bakken and Three Forks formations within the Williston Basin in North Dakota and Montana. Our primary focus is oil exploration and production through non-operated working interests in wells drilled and completed in spacing units that include our acreage. Using this strategy, we had participated in 6,251 gross (464.8 net) producing wells as of March 31, 2020.

Our average daily production in the first quarter of 2020 was approximately 43,735 Boe per day, of which approximately 79% was oil. Our acquisition and development activities in 2019 resulted in production in the first quarter of 2020 increasing by approximately 28% over the same period last year. During the three months ended March 31, 2020, we added 108 gross (7.3 net) wells to production. As of March 31, 2020, we had leased approximately 183,245 net acres, of which approximately 89% were developed and substantially all were located in the Williston Basin in North Dakota and Montana.

Outlook Given COVID-19 Pandemic and Current Economic Environment

The novel coronavirus disease (COVID-19) and efforts to mitigate the spread of the disease have created unprecedented challenges for our industry. As a result of lower demand caused by the COVID-19 pandemic and the oversupply of crude oil, spot and future prices of crude oil are at or near historic lows. Operators in the Williston Basin are responding by significantly decreasing drilling and completion activity, and by shutting in or curtailing production from a significant number of producing wells. Operators' decisions on these matters are evolving rapidly, and it remains extremely difficult to predict the effects on our company and its business. See "Market Conditions" below. See also "Risk Factors" in Part II, Item 1A below for additional information.

We expect that our developmental capital expenditures will be significantly lower than previously anticipated if the current environment persists. We have reduced our 2020 developmental capital spending forecast to a range of $175.0 – $200.0 million, a reduction of 53% – 59% compared to our actual developmental capital expenditures in 2019.

We also anticipate that our production will be significantly lower than prior expectations as many of our operating partners have begun to shut-in or curtail production and defer development plans until commodity prices recover to economic levels. However, due to our crude oil derivative positions and reduction in capital expenditures, we expect to generate significant cash flow in 2020, despite the current market conditions, which can be used to reduce our outstanding debt. For the last nine months of 2020, we currently have an average of approximately 27,000 barrels of oil per day hedged at a weighted average NYMEX WTI price of $58.05 per barrel. By way of comparison, in the first quarter of 2020 our production of crude oil averaged 34,488 barrels per day which was approximately 85% hedged at a weighted average price of $57.93 per barrel. We anticipate our oil production will be lower throughout the year if the current environment persists.

We expect a reduction in the borrowing base under our revolving credit facility if the current environment persists. However, we believe that cash flow from operations (including settlement on commodity derivative instruments) and borrowing availability under our revolving credit facility will allow us to meet our liquidity needs for at least the next twelve 12 months, including the $65.0 million principal payment on the Unsecured VEN Bakken Note that is due January 1, 2021.

At March 31, 2020, we performed an impairment review using prices that reflect an average of the trailing 12-month prices as prescribed pursuant to the SEC's guidelines and did not incur a full-cost ceiling test impairment charge. The average prices used in the March 31, 2020 impairment review are significantly higher than the actual and currently forecasted prices in 2020. As lower average monthly pricing is reflected in the trailing 12-month average pricing calculation, the present value of our future net revenues is expected to decline and a full-cost ceiling impairment charge is expected to be recognized. We expect we will be required to record an impairment charge on our oil and natural gas properties in the second quarter of 2020. This impairment charge would be non-cash in nature and should not impact any covenants under our various debt instruments. See Note 3 to our condensed financial statements.

If the unweighted arithmetic average of oil and natural gas prices as of the first day of each month for the trailing 12-month period ended March 31, 2020 had been $45.87 per Bbl and $2.07 per MMBtu, respectively, while all other factors remained constant, our oil and natural gas properties would have been impaired in excess of approximately $600.0 million on a pro forma basis. The aforementioned pro forma prices, as estimated for the twelve month period July 2019 through June 2020, were calculated using a 12-month unweighted arithmetic average of oil and natural gas prices, which included the oil and natural gas prices on the first day of the month for the 11 months ended May 2020, with the price for May 2020 being held constant for June 2020. This calculation of the impact of lower commodity prices on our estimated total proved oil and natural gas reserves and our full-cost ceiling was prepared based on the presumption that all other inputs and assumptions are held constant with the exception of oil and natural gas prices. Therefore, this calculation strictly isolates the impact of commodity prices on our full-cost ceiling and proved reserves. The impact of prices is only one of several variables in the estimation of our proved reserves and full-cost ceiling and other factors could have a significant impact on our future proved reserves and the present value of future cash flows. The other factors that impact future estimates of proved reserves include, but are not limited to, extensions and discoveries, acquisitions of proved reserves, changes in drilling and completion and operating costs, drilling results, revisions due to well performance and other factors, changes in development plans and production, among others. There are numerous uncertainties inherent in the estimation of proved oil and natural gas reserves and accounting for oil and natural gas properties in subsequent periods and this pro forma estimate should not be construed as indicative of our development plans or future results.

In response to the COVID-19 pandemic, we have instituted various measures to protect our workforce and our business operations, such as remote working and business travel restrictions. As a non-operator with no field operations, substantially all of our employees' work can be completed from home. We will continue to monitor the guidelines and recommendations provided by the relevant authorities, and we will continue to make decisions aimed at protecting and furthering the interests of all stakeholders.

Source of Our Revenues

We derive our revenues from the sale of oil, natural gas and NGLs produced from our properties. Revenues are a function of the volume produced, the prevailing market price at the time of sale, oil quality, Btu content and transportation costs to market. We use derivative instruments to hedge future sales prices on a substantial, but varying, portion of our oil production. We expect our derivative activities will help us achieve more predictable cash flows and reduce our exposure to downward price fluctuations. The use of derivative instruments has in the past, and may in the future, prevent us from realizing the full benefit of upward price movements but also mitigates the effects of declining price movements.

Principal Components of Our Cost Structure

- *Oil price differentials*. The price differential between our Williston Basin well head price and the NYMEX WTI benchmark price is driven by the additional cost to transport oil from the Williston Basin via train, pipeline or truck to refineries.

- *Gain (loss) on commodity derivatives, net.* We utilize commodity derivative financial instruments to reduce our exposure to fluctuations in the price of oil. Gain (loss) on commodity derivatives, net is comprised of (i) cash gains and losses we recognize on settled commodity derivatives during the period, and (ii) non-cash mark-to-market gains and losses we incur on commodity derivative instruments outstanding at period end.

- *Production expenses.* Production expenses are daily costs incurred to bring oil and natural gas out of the ground and to the market, together with the daily costs incurred to maintain our producing properties. Such costs also include field personnel compensation, salt water disposal, utilities, maintenance, repairs and servicing expenses related to our oil and natural gas properties.

- *Production taxes.* Production taxes are paid on produced oil and natural gas based on a percentage of revenues from products sold at market prices (not hedged prices) or at fixed rates established by federal, state or local taxing authorities. We seek to take full advantage of all credits and exemptions in our various taxing jurisdictions. In general, the production taxes we pay correlate to the changes in oil and natural gas revenues.

- *Depreciation, depletion, amortization and impairment.* Depreciation, depletion, amortization and impairment includes the systematic expensing of the capitalized costs incurred to acquire, explore and develop oil and natural gas properties. As a full cost company, we capitalize all costs associated with our development and acquisition efforts and allocate these costs to each unit of production using the units-of-production method.

- *General and administrative expenses.* General and administrative expenses include overhead, including payroll and benefits for our corporate staff, costs of maintaining our headquarters, costs of managing our acquisition and development operations, franchise taxes, audit and other professional fees and legal compliance.

- *Interest expense.* We finance a portion of our working capital requirements, capital expenditures and acquisitions with borrowings. As a result, we incur interest expense that is affected by both fluctuations in interest rates and our financing decisions. We capitalize a portion of the interest paid on applicable borrowings into our full cost pool. We include interest expense that is not capitalized into the full cost pool, the amortization of deferred financing costs and bond premiums (including origination and amendment fees), commitment fees and annual agency fees as interest expense.

- *Income tax expense.* Our provision for taxes includes both federal and state taxes. We record our federal income taxes in accordance with accounting for income taxes under GAAP, which results in the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the book carrying amounts and the tax basis of assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences and carryforwards are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is established to reduce deferred tax assets if it is more likely than not that the related tax benefits will not be realized.

Selected Factors That Affect Our Operating Results

Our revenues, cash flows from operations and future growth depend substantially upon:

- the timing and success of drilling and production activities by our operating partners;
- the prices and the supply and demand for oil, natural gas and NGLs;
- the quantity of oil and natural gas production from the wells in which we participate;
- changes in the fair value of the derivative instruments we use to reduce our exposure to fluctuations in the price of oil;
- our ability to continue to identify and acquire high-quality acreage and drilling opportunities; and
- the level of our operating expenses.

In addition to the factors that affect companies in our industry generally, the location of our acreage and wells in the Williston Basin subjects our operating results to factors specific to this region. These factors include the potential adverse impact of weather on drilling, production and transportation activities, particularly during the winter and spring months, and the limitations of the developing infrastructure and transportation capacity in this region.

The price of oil in the Williston Basin can vary depending on the market in which it is sold and the means of transportation used to transport the oil to market. Light sweet crude from the Williston Basin has a higher value at many major refining centers because of its higher quality relative to heavier and sour grades of oil; however, because of the Williston Basin's location relative to traditional oil transport centers, this higher value is generally offset to some extent by higher transportation costs. While rail transportation has historically been more expensive than pipeline transportation, Williston Basin's prices have at times justified shipment by rail to markets across the United States. Additional pipeline infrastructure has increased takeaway capacity in the Williston Basin which has improved wellhead values in the region, specifically the Dakota Access Pipeline which has given the region low-cost transportation with access to Gulf Coast markets, which generally have higher benchmark pricing than WTI prices, offsetting some of the cost for the mode of transportation.

The price at which our oil production is sold typically reflects a discount to the NYMEX benchmark price. Thus, our operating results are also affected by changes in the oil price differentials between the NYMEX and the sales prices we receive for our oil production. Our oil price differential to the NYMEX benchmark price during the first quarter of 2020 was $8.50 per barrel, as compared to $6.19 per barrel in the first quarter of 2019. Fluctuations in our oil price differential are due to several factors such as takeaway capacity relative to production levels in the Williston Basin and seasonal refinery maintenance temporarily depressing crude demand.

Another significant factor affecting our operating results is drilling costs. The cost of drilling wells can vary significantly, driven in part by volatility in oil prices that can substantially impact the level of drilling activity in the Williston Basin. Generally, higher oil prices have led to increased drilling activity, with the increased demand for drilling and completion services driving these costs higher. Lower oil prices have generally had the opposite effect. In addition, individual components of the cost can vary depending on numerous factors such as the length of the horizontal lateral, the number of fracture stimulation stages, and the type and amount of proppant. During the first three months of 2020, the weighted average authorization for expenditure (or AFE) cost for wells we elected to participate in was $7.6 million, compared to $8.0 million for the wells we elected to participate in during 2019.

Market Conditions

The price that we receive for the oil and natural gas we produce is largely a function of market supply and demand. Being primarily an oil producer, we are more significantly impacted by changes in oil prices than by changes in the price of natural gas. World-wide supply in terms of output, especially production from properties within the United States, the production quota set by OPEC, and the strength of the U.S. dollar can adversely impact oil prices. Historically, commodity prices have been volatile and we expect the volatility to continue in the future. Factors impacting the future oil supply balance are world-wide demand for oil, as well as the growth in domestic oil production.

During the first quarter of 2020, the oil and natural gas industry witnessed an abrupt and significant decline in oil prices from $63 per Bbl in early January to just above $20 per Bbl in late March. This sudden decline in oil prices was attributable to two primary factors: (1) the precipitous decline in global oil demand resulting from the worldwide spread of COVID-19 and (2) a sudden, unexpected increase in global oil supply resulting from actions initiated by Saudi Arabia to increase its oil production to world markets following the failure of efforts by members of OPEC+ to agree on coordinated production cuts at their March 6, 2020 meetings in Vienna, Austria. At April 29, 2020, the NYMEX WTI oil futures contract for the earliest delivery date had decreased significantly from the average price for the first quarter of 2020, settling at $15.06 per Bbl. The general outlook for the oil and natural gas industry for the remainder of 2020 remains highly uncertain, and we can provide no assurances as to when the economic disruptions resulting from COVID-19 and the corresponding decline in oil demand may begin to improve. Until such time, however, we anticipate that oil prices will remain well below the prices realized in 2019. See “Risk Factors” in Part II, Item 1A below for additional information.

Prices for various quantities of natural gas, NGLs and oil that we produce significantly impact our revenues and cash flows. The following table lists average NYMEX prices for oil and natural gas for the three months ended March 31, 2020 and 2019.

	Three Months Ended March 31,	
	2020	2019
Average NYMEX Prices[(1)]		
Natural Gas (per Mcf)	$ 1.91	$ 2.93
Oil (per Bbl)	$ 45.57	$ 54.87

(1) Based on average NYMEX closing prices.

For the three months ended March 31, 2020, the average NYMEX pricing was $45.57 per barrel of oil or 17% lower than the average NYMEX price per barrel for the comparable period in 2019. Our realized oil price after reflecting settled derivatives was 12% lower in the first quarter of 2020 than in the first quarter of 2019 due to the aforementioned lower average NYMEX price per barrel and a higher oil price differential.

As of March 31, 2020, we had a total volume on open commodity price swaps of 15.1 million barrels at a weighted average price of approximately $56.45 per barrel (see Note 11 to the condensed financial statements).

Results of Operations for the Three Months Ended March 31, 2020 and March 31, 2019

The following table sets forth selected operating data for the periods indicated.

	Three Months Ended March 31,		
	2020	2019	% Change
Net Production:			
Oil (Bbl)	3,138,380	2,541,232	24 %
Natural Gas and NGLs (Mcf)	5,049,120	3,435,784	47 %
Total (Boe)	3,979,900	3,113,863	28 %
Net Sales (in thousands):			
Oil Sales	$ 116,333	$ 123,613	(6) %
Natural Gas and NGL Sales	13,863	9,070	53 %
Gain (Loss) on Settled Commodity Derivatives	31,506	12,546	151 %
Gain (Loss) on Unsettled Commodity Derivatives	345,075	(152,169)	— %
Other Revenue	8	5	— %
Total Revenues	506,785	(6,934)	— %
Average Sales Prices:			
Oil (per Bbl)	$ 37.07	$ 48.64	(24) %
Effect of Gain (Loss) on Settled Commodity Derivatives on Average Price (per Bbl)	10.04	4.94	— %
Oil Net of Settled Commodity Derivatives (per Bbl)	47.11	53.58	(12) %
Natural Gas and NGLs (per Mcf)	2.75	2.64	4 %
Realized Price on a Boe Basis Including Settled Commodity Derivatives	40.63	46.64	(13) %
Operating Expenses (in thousands):			
Production Expenses	$ 37,335	$ 24,666	51 %
Production Taxes	11,896	12,520	(5) %
General and Administrative Expenses	4,871	6,051	(19) %
Depletion, Depreciation, Amortization and Accretion	61,809	45,134	37 %
Costs and Expenses (per Boe):			
Production Expenses	$ 9.38	$ 7.92	18 %
Production Taxes	2.99	4.02	(26) %
General and Administrative Expenses	1.22	1.94	(37) %
Depletion, Depreciation, Amortization and Accretion	15.53	14.49	7 %
Net Producing Wells at Period End	464.8	332.5	40 %

Oil and Natural Gas Sales

In the first quarter of 2020, our oil, natural gas and NGL sales, excluding the effect of settled derivatives, decreased 2% as compared to the first quarter of 2019, driven by a 23% decrease in realized prices, excluding the effect of settled commodity derivatives, which was partially offset by a 28% increase in production. The lower average realized price in the first quarter of 2020 as compared to the same period in 2019 was driven by lower average NYMEX oil prices and a higher oil price differential. Oil price differential during the first quarter of 2020 was $8.50 per barrel, as compared to $6.19 per barrel in the first quarter of 2019.

We add production through drilling success as we place new wells into production and through additions from acquisitions, which is offset by the natural decline of our oil and natural gas production from existing wells. Our substantial acquisition activities (see Note 3 to our condensed financial statements) combined with recent development activity helped drive a 28% increase in production levels in the first quarter of 2020 compared to the same period in 2019. These factors were partially offset by curtailments, shut-ins and completion delays due to infrastructure constraints and the global oil market uncertainty that negatively impacted our production in the first quarter of 2020. See "Outlook Given COVID-19 Pandemic and Current Economic Environment" above and "Risk Factors" in Part II, Item 1A below.

Commodity Derivative Instruments

We enter into commodity derivative instruments to manage the price risk attributable to future oil production. Our gain (loss) on commodity derivatives, net, was a gain of $376.6 million in the first quarter of 2020, compared to a loss of $139.6 million in the first quarter of 2019. Gain (loss) on commodity derivatives, net, is comprised of (i) cash gains and losses we recognize on settled commodity derivative instruments during the period, and (ii) unsettled gains and losses we incur on commodity derivative instruments outstanding at period-end.

For the first quarter of 2020, we realized a gain on settled commodity derivatives of $31.5 million, compared to a $12.5 million gain in the first quarter of 2019. The increase in the gain on settled derivatives was primarily due to a decrease in the average NYMEX oil price in the first quarter of 2020 compared to the same period of 2019. During the first quarter of 2020, our derivative settlements included 2.7 million barrels of oil at an average settlement price of $57.93 per barrel. During the first quarter of 2019, our commodity derivative settlements included 1.8 million barrels of oil at an average settlement price of $62.89 per barrel. The average NYMEX oil price for the first quarter of 2020 was $45.57 compared to $54.87 for the first quarter of 2019.

Unsettled commodity derivative gains and losses was a gain of $345.1 million in the first quarter of 2020, compared to a loss of $152.2 million in the first quarter of 2019. Our derivatives are not designated for hedge accounting and are accounted for using the mark-to-market accounting method whereby gains and losses from changes in the fair value of derivative instruments are recognized immediately into earnings. Mark-to-market accounting treatment creates volatility in our revenues as gains and losses from unsettled derivatives are included in total revenues and are not included in accumulated other comprehensive income in the accompanying balance sheets. As commodity prices increase or decrease, such changes will have an opposite effect on the mark-to-market value of our commodity derivatives. Any gains on our commodity derivatives are expected to be offset by lower wellhead revenues in the future, while any losses are expected to be offset by higher future wellhead revenues based on the value at the settlement date. At March 31, 2020, all of our derivative contracts are recorded at their fair value, which was a net asset of $339.2 million, an increase of $344.4 million from the $5.2 million net liability recorded as of December 31, 2019. The increase in the net asset at March 31, 2020 as compared to December 31, 2019 was primarily due to changes in forward oil prices relative to prices on our open oil derivative contracts since December 31, 2019.

Production Expenses

Production expenses were $37.3 million in the first quarter of 2020, compared to $24.7 million in the first quarter of 2019. On a per unit basis, production expenses increased from $7.92 per Boe in the first quarter of 2019 to $9.38 per Boe in the first quarter of 2020. On an absolute dollar basis, the increase in our production expenses in the first quarter of 2020, as compared to the first quarter of 2019, was primarily due to a 28% increase in production, as well as a 40% increase in the total number of net producing wells. The increase in production expenses on a per unit basis was due in part to production curtailments and shut-ins that negatively impacted our production in the first quarter of 2020.

Production Taxes

We pay production taxes based on realized oil and natural gas sales. Production taxes were $11.9 million in the first quarter of 2020 compared to $12.5 million in the first quarter of 2019. The decrease is due to lower realized prices (partially offset by higher production levels), which decreased our oil and natural gas sales in the first quarter of 2020 as compared to the first quarter of 2019. As a percentage of oil and natural gas sales, our production taxes were 9.1% and 9.4% in the first quarter of 2020 and 2019, respectively. The decrease in our production taxes as a percentage of oil and natural gas sales is due to a lower mix of oil sales as a percentage of total oil and natural gas sales.

General and Administrative Expenses

General and administrative expenses were $4.9 million in the first quarter of 2020 compared to $6.1 million in the first quarter of 2019. The decrease was primarily due to a $1.5 million decrease in non-cash compensation expense, primarily due to the timing of our performance-based equity awards, which was partially offset by a $0.3 million increase in professional fees in the first quarter of 2020 compared to the first quarter of 2019.

Depletion, Depreciation, Amortization and Accretion

Depletion, depreciation, amortization and accretion (“DD&A”) was $61.8 million in the first quarter of 2020, compared to $45.1 million in the first quarter of 2019. Depletion expense, the largest component of DD&A, increased by $16.5 million in the first quarter of 2020 compared to the first quarter of 2019. The aggregate increase in depletion expense was driven by a 28% increase in production levels and a 7% increase in the depletion rate per Boe. On a per unit basis, depletion expense was $15.44 per Boe in the first quarter of 2020 compared to $14.42 per Boe in the first quarter of 2019. The higher depletion rate per Boe was primarily driven by the impact of recent acquisitions. Depreciation, amortization and accretion was $0.4 million and $0.2 million in the first quarter of 2020 and 2019, respectively. The following table summarizes DD&A expense per Boe for the first quarter of 2020 and 2019:

	Three Months Ended March 31,			
	2020	**2019**	**$ Change**	**% Change**
Depletion	$ 15.44	$ 14.42	$ 1.02	7 %
Depreciation, Amortization and Accretion	0.09	0.07	0.02	29 %
Total DD&A Expense	$ 15.53	$ 14.49	$ 1.04	7 %

Interest Expense

Interest expense, net of capitalized interest, was $16.6 million for the first quarter of 2020 compared to $19.5 million in the first quarter of 2019. The decrease in interest expense was primarily due to lower interest rates on the debt outstanding in the first quarter of 2020 compared to the first quarter of 2019.

Loss on Extinguishment of Debt

As a result of the Second Lien Notes repurchases and exchanges during the first quarter of 2020 (see Note 4 to our condensed financial statements), we recorded a loss on extinguishment of debt of $5.5 million for the three months ended March 31, 2020 based on the differences between the reacquisition costs of retiring the applicable debt and the net carrying values thereof. During the first quarter of 2019, we did not record a loss on extinguishment of debt.

Debt Exchange Derivative Gain (Loss)

For the first quarter of 2020, we did not record a debt exchange derivative, compared to a gain of $6.3 million in the first quarter of 2019. As of March 31, 2020, we had no debt exchange derivative liabilities remaining.

Contingent Consideration Gain (Loss)

During the first quarter of 2020, we did not record a contingent consideration gain (loss), compared to a gain of $1.4 million in the first quarter of 2019 due to a change in the fair value of these liabilities. As of March 31, 2020, we had no contingent consideration liabilities remaining.

Income Tax

During the first quarter of 2020 and 2019, no income tax expense (benefit) was recorded on the income (loss) before income taxes, due to the valuation allowance placed on our net deferred tax asset because of the uncertainty regarding its realization. For further discussion of our valuation allowance, see Note 9 to our condensed financial statements.

We intend to continue to maintain a full valuation allowance on our deferred tax assets until there is sufficient evidence to support the reversal of all or some portion of this allowance. However, sufficient positive evidence may become available to allow us to reach a conclusion that a portion of the valuation allowance will no longer be needed. Release of any portion of the valuation allowance would result in the recognition of certain deferred tax assets and a decrease to income tax expense for the period the release is recorded.

Non-GAAP Financial Measures

We define Adjusted Net Income (Loss) as net income (loss) excluding (i) (gain) loss on unsettled commodity derivatives, net of tax, (ii) loss on extinguishment of debt, net of tax, (iii) debt exchange derivative gain, net of tax, and (iv) contingent consideration gain, net of tax. Our Adjusted Net Income for the first quarter of 2020 was $21.7 million or $0.04 per diluted share, compared to $27.8 million or $0.07 per diluted share for the first quarter of 2019. The decrease in Adjusted Net Income is primarily due to lower realized commodity prices (after the effect of settled commodity derivatives) and increased per unit production expenses, which was partially offset by higher production volumes as a result of our acquisitions and organic growth.

We define Adjusted EBITDA as net income (loss) before (i) interest expense, (ii) income taxes, (iii) depreciation, depletion, amortization and accretion, (iv) non-cash stock-based compensation expense, (v) loss on extinguishment of debt, (vi) debt exchange derivative gain, (vii) contingent consideration gain, and (viii) (gain) loss on unsettled commodity derivatives. Adjusted EBITDA for the first quarter of 2020 was $108.0 million, compared to Adjusted EBITDA of $104.8 million for the first quarter of 2019. The increase in Adjusted EBITDA is primarily due to significantly higher production volumes as a result of our acquisitions and organic growth, which was partially offset by lower realized commodity prices (after the effect of settled commodity derivatives) and increased per unit production expenses.

Management believes the use of these non-GAAP financial measures provide useful information to investors to gain an overall understanding of our current financial performance. Specifically, management believes the non-GAAP financial measures included herein provide useful information to both management and investors by excluding certain items that our management believes are not indicative of our core operating results. In addition, these non-GAAP financial measures are used by management for budgeting and forecasting as well as subsequently measuring our performance, and we believe that we are providing investors with financial measures that most closely align to our internal measurement processes. We consider these non-GAAP measures to be useful in evaluating our core operating results as they provide useful information regarding our essential revenue generating activities and direct operating expenses (resulting in cash expenditures) needed to perform these revenue generating activities. Our management also believes, based on feedback provided by the investment community, that the non-GAAP financial measures are necessary to allow the investment community to construct its valuation models to better compare our results with our competitors and market sector.

These measures should be considered in addition to our results of operations prepared in accordance with GAAP. In addition, these non-GAAP financial measures are not based on any comprehensive set of accounting rules or principles. We believe that non-GAAP financial measures have limitations in that they do not reflect all of the amounts associated with our results of operations as determined in accordance with GAAP and that these measures should only be used to evaluate our results of operations in conjunction with the corresponding GAAP financial measures.

Adjusted Net Income and Adjusted EBITDA are non-GAAP measures. A reconciliation of these measures to GAAP is included below:

Reconciliation of Adjusted Net Income

(In thousands, except share and per share data)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Net Income (Loss)	$ 368,286	$ (107,162)
Add:		
Impact of Selected Items:		
(Gain) Loss on Unsettled Commodity Derivatives	(345,075)	152,169
Loss on Extinguishment of Debt	5,527	—
Debt Exchange Derivative Gain	—	(6,287)
Contingent Consideration Gain	—	(1,392)
Selected Items, Before Income Taxes	(339,548)	144,490
Income Tax of Selected Items(1)	(7,042)	(9,506)
Selected Items, Net of Income Taxes	(346,590)	134,984
Adjusted Net Income	$ 21,696	$ 27,822
Weighted Average Shares Outstanding – Basic	403,662,541	371,448,566
Weighted Average Shares Outstanding – Diluted	497,265,647	372,715,932
Net Income (Loss) Per Common Share – Basic	$ 0.90	$ (0.29)
Add:		
Impact of Selected Items, Net of Income Taxes	(0.85)	0.36
Adjusted Net Income Per Common Share – Basic	$ 0.05	$ 0.07
Net Income (Loss) Per Common Share – Diluted	$ 0.74	$ (0.29)
Add:		
Impact of Selected Items, Net of Income Taxes	(0.70)	0.36
Adjusted Net Income Per Common Share – Diluted	$ 0.04	$ 0.07

(1) For the three months ended March 31, 2020, this represents a tax impact using an estimated tax rate of 24.5%, which includes an adjustment of $90.2 million, for a change in valuation allowance. For the three months ended March 31, 2019, this represents a tax impact using an estimated tax rate of 24.5%, which includes an adjustment of $25.9 million, for a change in valuation allowance.

Reconciliation of Adjusted EBITDA

(In thousands)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Net Income (Loss)	$ 368,286	$ (107,162)
Add:		
Interest Expense	16,551	19,548
Income Tax Provision (Benefit)	(166)	—
Depreciation, Depletion, Amortization and Accretion	61,809	45,134
Non-Cash Stock-Based Compensation	1,079	2,751
Loss on Extinguishment of Debt	5,527	—
Debt Exchange Derivative Gain	—	(6,287)
Contingent Consideration Gain	—	(1,392)
(Gain) Loss on Unsettled Commodity Derivatives	(345,075)	152,169
Adjusted EBITDA	$ 108,010	$ 104,761

Liquidity and Capital Resources

Overview

Our main sources of liquidity and capital resources as of the date of this report have been internally generated cash flow from operations, proceeds from equity and debt financings, credit facility borrowings, and cash settlements of commodity derivative instruments. Our primary uses of capital have been for the acquisition and development of our oil and natural gas properties. We continually monitor potential capital sources for opportunities to enhance liquidity or otherwise improve our financial position.

In January 2020, we strengthened our balance sheet by entering into several separately negotiated agreements whereby, in the aggregate, we repurchased and retired $76.7 million in principal amount of our 8.500% senior secured second lien notes due 2023 (the "Second Lien Notes") in exchange for aggregate consideration to the holders consisting of $2.5 million in cash and 794,702 newly-issued shares of our 6.500% Series A Perpetual Cumulative Convertible Preferred Stock (the "Series A Preferred Stock") having an aggregate liquidation preference of $79.5 million.

As of March 31, 2020, we had (i) outstanding debt consisting of $590.0 million of borrowings under our Revolving Credit Facility, $327.5 million aggregate principal amount of Second Lien Notes and $130.0 million aggregate principal amount under the Unsecured VEN Bakken Note, and (ii) $218.5 million in liquidity, consisting of $210.0 million of borrowing base availability under our Revolving Credit Facility and $8.5 million of cash on hand.

One of the primary sources of variability in our cash flows from operating activities is commodity price volatility. Oil accounted for 79% and 82% of our total production volumes in the first quarter of 2020 and 2019, respectively. As a result, our operating cash flows are more sensitive to fluctuations in oil prices than they are to fluctuations in natural gas and NGL prices. We seek to maintain a robust hedging program to mitigate volatility in the price of crude oil with respect to a portion of our expected oil production. In 2019, we hedged approximately 76% of our crude oil production and for the three months ended March 31, 2020, we hedged approximately 85% of our crude oil production. For a summary as of March 31, 2020, of our open commodity swap contracts for future periods, see "Quantitative and Qualitative Disclosures about Market Risk" in Part I, Item 3 below.

See "Outlook Given COVID-19 Pandemic and Current Economic Environment" above for additional information regarding our liquidity and capital resources in the current environment. See also "Risk Factors" in Part II, Item 1A below for additional information regarding the risks we face in the current environment.

Working Capital

Our working capital balance fluctuates as a result of changes in commodity pricing and production volumes, collection of receivables, expenditures related to our development and production operations and the impact of our outstanding derivative instruments.

At March 31, 2020, we had a working capital surplus of $119.8 million, compared to a deficit of $70.4 million at December 31, 2019. Current assets increased by $221.8 million and current liabilities increased by $31.6 million at March 31, 2020, compared to December 31, 2019. The increase in current assets is primarily due to an increase in our derivative instruments of $239.9 million due to the change in fair value as a result of the commodity price environment, which was partially offset by a $10.7 million reduction in our accounts receivable. The change in current liabilities is due to an increase in the current portion of our long-term debt of $65.0 million related to our Unsecured VEN Bakken Note, which was partially offset by a $20.0 million decrease in our accounts payable and accrued liabilities due in part to reduced activity levels in the Williston Basin at the end of the first quarter of 2020 and an $11.2 million decrease in our derivative instruments.

Cash Flows

Cash flows from operations are primarily affected by production volumes and commodity prices, net of the effects of settlements of our derivative contracts, and by changes in working capital. Any interim cash needs are funded by cash on hand, cash flows from operations or borrowings under our Revolving Credit Facility. The Company typically enters into commodity derivative transactions covering a substantial, but varying, portion of its anticipated future oil and gas production for the next 12 to 24 months. As of March 31, 2020, we had entered into commodity derivative swap contracts hedging 7.4 million barrels of oil for the remainder of 2020 at an average price of $58.05 per barrel, 6.3 million barrels of oil in 2021 at an average price of $55.41 per barrel, and 1.4 million barrels of oil in 2022 at an average price of $52.57 per barrel.

Our cash flows for the three months ended March 31, 2020 and 2019 are presented below:

	Three Months Ended March 31,	
	2020	2019
	(in thousands, unaudited)	
Net Cash Provided by Operating Activities	$ 100,654	$ 98,908
Net Cash Used for Investing Activities	(104,500)	(77,913)
Net Cash Used for Financing Activities	(3,710)	(19,409)
Net Change in Cash	$ (7,555)	$ 1,586

Cash Flows from Operating Activities

Net cash provided by operating activities for the three months ended March 31, 2020 was $100.7 million, compared to $98.9 million in the same period of the prior year. This increase was due to higher production levels and lower interest costs partially offset by lower realized prices (including the effect of settled derivatives) and higher production expenses. Net cash provided by operating activities is also affected by working capital changes or the timing of cash receipts and disbursements. Changes in working capital and other items (as reflected in our statements of cash flows) in the three months ended March 31, 2020 was an increase of $7.1 million compared to an increase of $11.4 million in the same period of the prior year.

Cash Flows from Investing Activities

Cash flows used in investing activities during the three months ended March 31, 2020 and 2019 were $104.5 million and $77.9 million, respectively. The increase in cash used in investing activities for the first three months of 2020 as compared to the same period of 2019 was attributable to higher development spending and acquisitions. Additionally, the amount of capital expenditures included in accounts payable (and thus not included in cash flows from investing activities) was $143.2 million and $133.9 million at March 31, 2020 and 2019, respectively.

Our cash flows used in investing activities reflects actual cash spending, which can lag several months from when the related costs were incurred. As a result, our actual cash spending is not always reflective of current levels of development activity. For instance, during the three months ended March 31, 2020, our capitalized costs incurred for oil and natural gas properties (e.g., drilling and completion costs, acquisitions, and other capital expenditures) amounted to $86.7 million, while the actual cash spend in this regard amounted to $104.5 million.

Development and acquisition activities are discretionary. We monitor our capital expenditures on a regular basis, adjusting the amount up or down, and between projects, depending on projected commodity prices, cash flows and returns. Our cash spend for development and acquisition activities for the three months ended March 31, 2020 and 2019 are summarized in the following table:

	Three Months Ended March 31,	
	2020	2019
	(in millions, unaudited)	
Drilling and Development Capital Expenditures	$ 78.6	$ 69.6
Acquisition of Oil and Natural Gas Properties	25.5	8.1
Other Capital Expenditures	0.4	0.2
Total	$ 104.5	$ 77.9

Cash Flows from Financing Activities

Net cash used for financing activities was $3.7 million during the three months ended March 31, 2020, compared to $19.4 million during the three months ended March 31, 2019. For the three months ended March 31, 2020, cash used for financing activities was primarily related to $13.3 million in repurchases of Second Lien Notes, which was partially offset by $10.0 million of net borrowings under our Revolving Credit Facility. For the three months ended March 31, 2019, cash used for financing activities was primarily related to $15.1 million in repurchases of common stock and $10.7 million for settlements related to our contingent consideration and debt exchange derivative liabilities, which was partially offset by $7.0 million of net borrowings under our Revolving Credit Facility.

Revolving Credit Facility

In November 2019, we entered into a revolving credit facility with Wells Fargo Bank, as administrative agent, and the lenders from time to time party thereto (the "Revolving Credit Facility"), which amended and restated our existing revolving credit facility that was entered into on October 5, 2018. The Revolving Credit Facility is subject to a borrowing base with maximum loan value to be assigned to the proved reserves attributable to our oil and gas properties. As of March 31, 2020, the Revolving Credit Facility had a borrowing base of $800.0 million and we had $590.0 million in borrowings outstanding under the facility, leaving $210.0 million in available borrowing capacity. See Note 4 to our condensed financial statements for further details regarding the Revolving Credit Facility. See also "Outlook Given COVID-19 Pandemic and Current Economic Environment" above, and "Risk Factors" in Part II, Item 1A below.

Second Lien Notes due 2023

As of March 31, 2020, we had $327.5 million in outstanding principal amount of our 8.500% senior secured second lien notes due 2023. See Note 4 to our condensed financial statements for further details regarding the Second Lien Notes.

Unsecured VEN Bakken Note

As of March 31, 2020, we had $130.0 million in outstanding principal amount under the Unsecured VEN Bakken Note. See Note 4 to our condensed financial statements for further details regarding the Unsecured VEN Bakken Note.

Series A Preferred Stock

As of March 31, 2020, we had 2,294,702 outstanding shares of 6.500% Series A Perpetual Cumulative Convertible Preferred Stock (the "Series A Preferred Stock"), having an aggregate liquidation preference of $229.5 million. See Note 5 to our condensed financial statements for further details regarding the Series A Preferred Stock.

Effects of Inflation and Pricing

The oil and natural gas industry is very cyclical and the demand for goods and services of oil field companies, suppliers and others associated with the industry put extreme pressure on the economic stability and pricing structure within the industry. Typically, as prices for oil and natural gas increase, so do all associated costs. Conversely, in a period of declining prices, associated cost declines are likely to lag and may not adjust downward in proportion. Material changes in prices also impact our current revenue stream, estimates of future reserves, borrowing base calculations of bank loans, impairment assessments of oil and natural gas properties, and values of properties in purchase and sale transactions. Material changes in prices can impact the value of oil and natural gas companies and their ability to raise capital, borrow money and retain personnel. While we do not currently expect business costs to materially increase, higher prices for oil and natural gas could result in increases in the costs of materials, services and personnel.

Contractual Obligations and Commitments

Please see our disclosure of contractual obligations and commitments as of December 31, 2019, included in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019.

Significant Accounting Policies

Our critical accounting policies involving significant estimates include impairment testing of natural gas and crude oil production properties, asset retirement obligations, revenue recognition, derivative instruments and hedging activity, and income taxes. There were no material changes in our critical accounting policies involving significant estimates from those reported in our Annual Report on Form 10-K for the fiscal year ended December 31, 2019.

A description of our critical accounting policies was provided in Note 2 to our financial statements provided in Part II, Item 8 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019.

Item 3. ***Quantitative and Qualitative Disclosures about Market Risk***

Our quantitative and qualitative disclosures about market risk for changes in commodity prices and interest rates are included in Item 7A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and, except as set forth below, have not materially changed since that report was filed.

Commodity Price Risk

The price we receive for our oil and natural gas production heavily influences our revenue, profitability, access to capital and future rate of growth. Oil and natural gas are commodities and, therefore, their prices are subject to wide fluctuations in response to relatively minor changes in supply and demand and other factors. Historically, the markets for oil and natural gas have been volatile, and we believe these markets will likely continue to be volatile in the future. The prices we receive for our production depend on numerous factors beyond our control. Our revenue generally would have increased or decreased along with any increases or decreases in oil or natural gas prices, but the exact impact on our income is indeterminable given the variety of expenses associated with producing and selling oil that also increase and decrease along with oil prices.

We enter into derivative contracts to achieve a more predictable cash flow by reducing our exposure to oil price volatility. All derivative positions are carried at their fair value on the balance sheet and are marked-to-market at the end of each period. Any realized gains and losses on settled derivatives, as well as mark-to-market gains or losses, are aggregated and recorded to gain (loss) on derivative instruments, net on the statements of operations rather than as a component of other comprehensive income or other income (expense).

We generally use derivatives to economically hedge a significant, but varying portion of our anticipated future production. Any payments due to counterparties under our derivative contracts are funded by proceeds received from the sale of our production. Production receipts, however, lag payments to the counterparties. Any interim cash needs are funded by cash from operations or borrowings under our Revolving Credit Facility.

The following table summarizes our open commodity swap contracts as of March 31, 2020, by fiscal quarter.

Settlement Period	Oil (Barrels)	Weighted Average Price ($)
Swaps-Crude Oil		
2020:		
Q2	2,568,278	$ 57.67
Q3	2,501,348	58.47
Q4	2,372,362	58.03
2021[1]:		
Q1	1,757,550	$ 56.39
Q2	1,656,208	56.85
Q3	1,464,410	54.00
Q4	1,455,506	54.01
2022[2]:		
Q1	453,780	$ 53.07
Q2	312,280	52.30
Q3	306,576	52.33
Q4	300,230	52.35

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(1) We have entered into crude oil derivative contracts that give counterparties the option to extend certain current derivative contracts for additional periods. Options covering a notional volume of 0.3 million barrels for 2021 are exercisable on or about December 31, 2020. If the counterparties exercise all such options, the notional volume of our existing crude oil derivative contracts will increase as follows for 2021: (i) for the first quarter of 2021, by 112,500 barrels at a weighted

average price of $57.78 per barrel, (ii) for the second quarter of 2021, by 113,750 barrels at a weighted average price of $57.78 per barrel, (iii) for the third quarter of 2021, by 46,000 barrels at a weighted average price of $58.00 per barrel, and (iv) for the fourth quarter of 2021, by 46,000 barrels at a weighted average price of $58.00 per barrel.

(2) We have entered into crude oil derivative contracts that give counterparties the option to extend certain current derivative contracts for additional periods. Options covering a notional volume of 2.6 million barrels for 2022 are exercisable on or about December 31, 2021. If the counterparties exercise all such options, the notional volume of our existing crude oil derivative contracts will increase as follows for 2022: (i) for the first quarter of 2022, by 875,250 barrels at a weighted average price of $54.39 per barrel, (ii) for the second quarter of 2022, by 884,975 barrels at a weighted average price of $54.39 per barrel, (iii) for the third quarter of 2022, by 411,700 barrels at a weighted average price of $53.79 per barrel, and (iv) for the fourth quarter of 2022, by 411,700 barrels at a weighted average price of $53.79 per barrel. Additionally, counterparties have options covering a notional volume of 0.2 million for 2023 at a weighted average price of $43.00 per barrel.

Interest Rate Risk

Our long-term debt as of March 31, 2020 is comprised of borrowings that contain fixed and floating interest rates. The Second Lien Notes and our Unsecured VEN Bakken Note bear cash interest at fixed rates. Our Revolving Credit Facility interest rate is a floating rate option that is designated by us within the parameters established by the underlying agreement. At our option, borrowings under the Revolving Credit Facility bear interest at the base rate or LIBOR, plus an applicable margin. The base rate is a rate per annum equal to the greatest of: (i) the agent bank's prime rate; (ii) the federal funds effective rate plus 50 basis points; and (iii) the adjusted LIBOR rate for a one-month interest period plus 100 basis points. The applicable margin for base rate loans ranges from 100 to 200 basis points, and the applicable margin for LIBOR loans ranges from 200 to 300 basis points, in each case depending on the percentage of the borrowing base utilized. Interest payments are due under the Revolving Credit Facility in arrears, in the case of a loan based on LIBOR on the last day of the specified interest period and in the case of all other loans on the last day of each March, June, September and December. All outstanding principal is due and payable upon termination of the Revolving Credit Facility.

The Company uses interest rate swaps to effectively convert a portion of its variable rate indebtedness to fixed rate indebtedness. As of March 31, 2020, we had interest rate swaps with a total notional amount of $200.0 million.

As a result, changes in interest rates can impact results of operations and cash flows. A 1% increase in short-term interest rates on our floating-rate debt outstanding at March 31, 2020 would cost us approximately $3.9 million in additional annual interest expense.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We maintain a system of disclosure controls and procedures that is designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

As of March 31, 2020, our management, including our principal executive officer and principal financial officer, had evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) pursuant to Rule 13a-15(b) under the Exchange Act. Based upon and as of the date of the evaluation, our principal executive officer and principal financial officer concluded that information required to be disclosed is recorded, processed, summarized and reported within the specified periods and is accumulated and communicated to management, including our principal executive officer and principal financial officer, to allow for timely decisions regarding required disclosure of material information required to be included in our periodic SEC reports. Based on the foregoing, our management determined that our disclosure controls and procedures were effective as of March 31, 2020.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended March 31, 2020, that materially affected or are reasonably likely to materially affect our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. *Legal Proceedings.*

Our company is subject from time to time to litigation claims and governmental and regulatory proceedings arising in the ordinary course of business.

Item 1A. *Risk Factors.*

Except as described below, there have been no material changes to the risk factors disclosed in the "Risk Factors" section of our Annual Report on Form 10-K filed with the SEC for the period ended December 31, 2019.

The global COVID-19 pandemic and recent oil market developments have negatively impacted and will likely continue to impact us, and could have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects.

Since the beginning of 2020, the COVID-19 pandemic has spread across the globe and disrupted economies around the world, including the oil and gas industry in which we operate. The rapid spread of the coronavirus has led to the implementation of various responses, including federal, state and local government-imposed quarantines, shelter-in-place mandates, sweeping restrictions on travel, and other public health and safety measures, nearly all of which have materially reduced global demand for crude oil. The extent to which the global COVID-19 pandemic impacts will continue to affect our business, financial condition, liquidity, results of operations, prospects, and the demand for our production will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the duration or any recurrence of the outbreak and responsive measures, additional or modified government actions, new information which may emerge concerning the severity of the global COVID-19 pandemic and the effectiveness of actions taken to contain the coronavirus or treat its impact now or in the future, among others.

In addition, disputes in the first quarter of 2020 between OPEC and Russia resulted in Saudi Arabia significantly discounting the price of its crude oil, as well as Saudi Arabia and Russia significantly increasing their oil supply, leading to a substantial decline in oil prices. While OPEC, Russia and other allied producers reached an agreement in April 2020 to reduce production, oil prices have remained very low. These circumstances, combined with the effects of the COVID-19 pandemic, have resulted in spot and future prices of crude oil at or near historic lows. Many operators in the Williston Basin are responding by significantly decreasing drilling and completion activity, and by shutting in or curtailing production from a significant number of producing wells, which we expect to significantly reduce our anticipated production volumes.

We expect the foregoing to have an adverse effect on our business, financial condition, liquidity and results of operations in 2020. These factors will likely have the effect of heightening many of the risks described in the "Risk Factors" section of our Annual Report on Form 10-K for the year ended December 31, 2019, such as those relating to our indebtedness, our access to capital, our liquidity, potential reductions in the borrowing base under our revolving credit facility, our need to generate sufficient cash flows to service our indebtedness, and our ability to comply with the covenants contained in the agreements that govern our indebtedness.

Without limiting the generality of the foregoing, some impacts of the COVID-19 pandemic and recent oil market developments that could have an adverse effect on our business, financial condition, liquidity and results of operations, include:

- significantly reduced prices for our oil production, resulting from a world-wide decrease in demand for hydrocarbons and a resulting oversupply of existing production;
- further decreases in the demand for our oil production, resulting from significantly decreased levels of global, regional and local travel as a result of federal, state and local government-imposed quarantines, including shelter-in-place mandates, enacted to slow the spread of the coronavirus;
- significantly reduced development activity on our properties by operators in the Willison Basin;
- increased likelihood that the operators of our wells will curtail or shut-in production, either voluntarily or as a result of third-party and regulatory mandates, due to depressed oil prices, lack of storage, and/or other market, social, legal, or political forces;
- increased costs associated with, or actual unavailability of, facilities for the storage of oil, gas and NGL production, in the markets in which we operate;
- increased operational difficulties associated with, or an inability to, deliver oil and NGLs to end-markets, resulting from pipeline and storage constraints;
- the potential for loss of leasehold or asset value for failure to produce oil and gas in paying quantities;
- increased third-party credit risk resulting from adverse market conditions, a lack of access to capital and storage, and the failure of certain of our counterparties to continue as going concerns;

- increased costs, either directly or indirectly, related to facility modifications, social distancing measures or other best practices implemented in response to the COVID-19 pandemic and or due to changes in federal, state, and local laws and regulations;
- increased shareholder activism;
- reducing estimated volumes and value attributable to our proved reserves;
- reducing the carrying value of our oil and gas properties due to recognizing impairments on such properties; and
- limiting access to, or increasing the cost of, sources of capital such as equity and long-term debt.

In addition, the COVID-19 pandemic and recent oil market developments may also affect our business, operations or financial condition in a manner that is not presently known to us or that we currently do not expect to present a significant risk to our business, operations or financial condition.

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

Issuer Purchases of Equity Securities

The table below sets forth the information with respect to purchases made by or on behalf of the company, or any "affiliated purchaser" (as defined in Rule 10b-18(a)(3) under the Exchange Act, of our common stock during the quarter ended March 31, 2020.

Period	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(2)
Month #1				
January 1, 2020 to January 31, 2020	114,179	$ 1.66	—	$ 68.1 million
Month #2				
February 1, 2020 to February 29, 2020	—	—	—	68.1 million
Month #3				
March 1, 2020 to March 31, 2020	217,823	0.95	—	68.1 million
Total	332,002	1.19	—	68.1 million

(1) Represents shares surrendered in satisfaction of tax withholding obligations in connection with the vesting of restricted stock awards.

(2) In May 2011, our board of directors approved a stock repurchase program to acquire up to $150 million of shares of our outstanding common stock. The stock repurchase program allows the Company to repurchase its shares from time to time in the open market, block transactions and in negotiated transactions.

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Item 6. *Exhibits.*

Unless otherwise indicated, all documents incorporated by reference to a document filed with the SEC pursuant to the Exchange Act, are located under SEC file number 001-33999.

Exhibit No.	Description	Reference
3.1	Restated Certificate of Incorporation of Northern Oil and Gas, Inc., dated August 24, 2018	Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on August 27, 2018
3.2	By-Laws of Northern Oil and Gas, Inc.	Incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the SEC on May 15, 2018
3.3	Certificate of Designations of 6.500% Series A Perpetual Cumulative Convertible Preferred Stock of Northern Oil and Gas, Inc., dated November 22, 2019	Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on November 26, 2019
3.4	Certificate of Amendment to the Certificate of Designations of 6.500% Series A Perpetual Cumulative Convertible Preferred Stock of Northern Oil and Gas, Inc., dated January 2, 2020	Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on January 6, 2020
3.5	Certificate of Amendment to the Certificate of Designations of 6.500% Series A Perpetual Cumulative Convertible Preferred Stock of Northern Oil and Gas, Inc., dated January 17, 2020	Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on January 22, 2020
4.1	Indenture, dated May 15, 2018, between Northern Oil and Gas, Inc. and Wilmington Trust, National Association, as trustee (including Form of 8.50% Senior Secured Second Lien Notes due 2023)	Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on May 18, 2018
4.2	First Supplemental Indenture, dated September 18, 2018, between Northern Oil and Gas, Inc. and Wilmington Trust, National Association, as trustee	Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on September 18, 2018
4.3	Second Supplemental Indenture, dated October 5, 2018, between Northern Oil and Gas, Inc. and Wilmington Trust, National Association, as trustee	Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on October 9, 2018
4.4	Third Supplemental Indenture, dated November 22, 2019, between Northern Oil and Gas, Inc. and Wilmington Trust, National Association, as trustee	Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the SEC on November 26, 2019
10.1	Employment Agreement, effective January 1, 2020, between Northern Oil and Gas, Inc. and Michael Kelly	Filed herewith
10.2	Separation and Release Agreement, dated January 15, 2020, between Northern Oil and Gas, Inc. and Brandon Elliot	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on January 17, 2020
10.3	Consulting Agreement, dated January 15, 2020, between Northern Gas and Oil, Inc. and Brandon Elliot	Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on January 17, 2020
10.4	Securities Purchase and Sale Agreement, dated as of January 15, 2020, among Northern Oil and Gas, Inc. and the other signatories thereto	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on January 22, 2020
10.5	Securities Purchase and Sale Agreement, dated as of January 16, 2020, among Northern Oil and Gas, Inc. and the other signatories thereto	Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on January 22, 2020
10.6	Securities Purchase and Sale Agreement, dated as of January 16, 2020, among Northern Oil and Gas, Inc. and the other signatories thereto	Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on January 22, 2020

10.7	Exchange Agreement, dated as of February 20, 2020, among Northern Oil and Gas, Inc., TRT Holdings, Inc. and the other signatories thereto	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on February 21, 2020
31.1	Certification of the Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2	Certification of the Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
32.1	Certification of the Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith
101.INS	XBRL Instance Document	Filed herewith
101.SCH	XBRL Taxonomy Extension Schema Document	Filed herewith
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	Filed herewith
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	Filed herewith
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	Filed herewith
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	Filed herewith
104	The cover page from Northern Oil and Gas, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, formatted in Inline XBRL	Filed herewith

SIGNATURES

In accordance with the requirements of the Exchange Act, the Registrant has caused this Quarterly Report to be signed on its behalf by the undersigned, thereunto duly authorized.

NORTHERN OIL AND GAS, INC.

Date:	May 11, 2020	By:	/s/ Nicholas O’Grady
			Nicholas O’Grady, Chief Executive Officer and principal executive officer (on behalf of Registrant)
Date:	May 11, 2020	By:	/s/ Chad Allen
			Chad Allen, Chief Financial Officer and principal accounting officer

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "***Agreement***"), is entered into as of December 17, 2019, by and between Northern Oil and Gas, Inc., a Delaware corporation (the "***Company***") and Mike Kelly, an individual currently residing in Texas (the "***Executive***").

WHEREAS, the Company desires to employ the Executive and the Executive desires to accept such employment; and

WHEREAS, the Company and the Executive mutually desire to enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the Company and the Executive hereby agree as follows:

1. **Employment and Duties.**

(a) General. The Executive shall serve as "EVP, Finance," reporting to the Company's CEO and/or President. The Executive shall have such duties and responsibilities, commensurate with the Executive's position, as may be reasonably assigned to the Executive from time to time by the CEO and/or President. The Executive's principal place of employment shall be 601 Carlson Parkway, Suite 990, Minnetonka, Minnesota 55305.

(b) Exclusive Services. For so long as the Executive is employed by the Company, the Executive shall devote his full attention to his duties hereunder, shall faithfully serve the Company, shall in all respects conform to and comply with the lawful and good faith directions and instructions given to him by the Company, and shall use his best efforts to promote and serve the interests of the Company. Further, unless the Company consents in writing, the Executive shall not, directly or indirectly, render services to any other person or organization or otherwise engage in activities that would interfere significantly with his faithful performance of his duties hereunder.

(c) Dodd-Frank Act, Sarbanes-Oxley and Other Applicable Law Requirements. The Executive agrees (i) to abide by any compensation recovery, recoupment, anti-hedging, or other policy applicable to executives of the Company and its affiliates that is hereafter adopted by the Board or a duly authorized committee thereof to comply with applicable law as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "***Dodd-Frank Act***"), the Sarbanes-Oxley Act of 2002 ("***Sarbanes-Oxley***"), or other applicable law; and (ii) that the terms and conditions of this Agreement shall be deemed automatically and unilaterally amended to the minimum extent required as may be necessary from time to time to ensure compliance by the Executive and this Agreement with such policies, the Dodd-Frank Act, Sarbanes-Oxley, or other applicable law.

2. **Term of Employment.** The Executive's employment shall be covered by the terms of this Agreement, effective as of January 1, 2020 (the "***Effective Date***"), and shall continue for a period of three (3) years ("***Term***"), unless this Agreement (and the Executive's employment hereunder) is otherwise terminated as set forth in this Agreement. This Agreement shall automatically renew thereafter for subsequent periods of one (1) year ("***Renewal Term***"), unless either party provides written notice at least thirty (30) days prior to the end of the Term (or any Renewal Term thereafter) or unless this Agreement (and the Executive's employment hereunder) is otherwise terminated as set forth in this Agreement.

3. **Compensation and Other Benefits.** Subject to the provisions of this Agreement, the Company shall pay and provide the following compensation and other benefits to the Executive during the Term as compensation for services rendered hereunder:

(a) Base Salary. The Company shall pay to the Executive an annual salary (the "***Base Salary***") at a rate of no less than $280,000 per year, payable in substantially equal installments at such intervals as may be determined by the Company in accordance with the Company's then current ordinary payroll practices as established from time to time. The Base Salary shall be reviewed in good faith by the Compensation Committee of the Board (the "***Compensation Committee***") not less often than annually.

(b) Initial Restricted Share Grant. Promptly following the Effective Date, Executive shall receive an award of 50,000 shares of restricted stock under the Company's 2018 Equity Incentive Plan, which shall be subject to the Company's standard form of award agreement (time-based, double trigger), which shares shall be scheduled to vest in 1/3 installments on the first three anniversaries of the grant date (subject to the terms of the award agreement).

(c) Bonus Plans. Executive shall be eligible to participate in any executive short-term and/or long-term bonus plans applicable to executive officers of the Company established by the Compensation Committee of the Board of Directors (the "Committee"), on such terms as reasonably determined in good faith by the Committee.

(d) Employee Benefits. The Executive shall be entitled to participate in all employee benefit arrangements that the Company may offer to its executives of a like status from time to time, and as may be amended from time to time. The Company shall contribute the maximum legally permitted amount, but not to exceed $25,000 per calendar year, on behalf of the Executive to the Compan's 401(k) plan as an "employee" contribution, as well as any Company matching contribution to which the Executive is entitled under the 401(k) plan. In addition, the Company shall provide a $20,000 annual car allowance to the Executive for car payments and insurance, payable monthly in accordance with the Company's standard payroll practices.

(e) Expenses. The Company shall reimburse the Executive for reasonable travel, legal and other business-related expenses incurred by the Executive in the fulfillment of his duties hereunder upon presentation of written documentation thereof, in accordance with the applicable expense reimbursement policies and procedures of the Company as in effect from time to time.

4. **Rights Upon a Change in Control/Termination of Employment.**

(a) Equity Treatment Generally. Upon consummation of a Change in Control during the Term, or any Renewal Term, the effect upon any unvested stock options, warrants, restricted stock and restricted stock units in the Company (including but not limited to any shares granted under this Agreement) that are outstanding and held in the name of the Executive (the "***Securities***"), or any portion thereof, shall (unless otherwise provided for herein) be as provided for under the applicable grant agreements and plan document(s) governing such Securities.

(b) Change in Control & Termination of Employment. In the event that the Executive's employment is terminated by the Company (or a successor to the Company) without Cause or by the Executive for Good Reason, either in connection with a Change in Control or within 12 months after the consummation of a Change in Control, the Executive shall be entitled to receive (A) a lump sum payment (collectively, the "***Severance Benefit***") equal to the sum of: (x) two times (2x) Base Salary as of the termination date, plus (y) one times (1x) the Executive's annualized car allowance, plus (z) a lump sum amount equal to twelve (12) months' worth of the monthly premium payment to continue the Executive's (and his family's) existing group health and dental coverage calculated under the applicable provisions of the COBRA Act of 1985, whether or not the Executive actually elects such continuation coverage, and (B) immediate vesting of any Securities granted to the Executive during the course of the Executive's employment (including, but not limited to, any Securities granted under this Agreement), without regard to any other terms or conditions governing such vesting (including, but not limited to, any then-undetermined performance-based vesting criteria applicable thereto). The Severance Benefit shall be paid to the Executive no later than the forty-fifth (45^{th}) day immediately following the Executive's "separation from service" (as defined under the Code), provided the Executive first executes a release of any and all claims against the Company (set forth in Section 4(f), below) and the revocation period specified therein has expired without the Executive revoking such release. However, if such forty-five (45) day period straddles two (2) taxable years of the Executive, then the Company shall pay the Severance Benefit in the second of such taxable years, regardless of the taxable year in which the Executive actually delivers the executed release of claims. Notwithstanding the foregoing and for avoidance of doubt, if the Executive's employment is terminated (x) at any time by the Company for Cause, or (y) voluntarily by the Executive without Good Reason, then in each case, the Executive shall only be entitled to any unpaid annual Base Salary and unreimbursed business expenses through and including the date of termination and the Executive shall not receive any Severance Benefit.

(c) Termination of Employment without Cause or for Good Reason. Notwithstanding anything herein to the contrary, this Agreement may be terminated by the Company or the Executive, at any time, with or without Cause or Good Reason. In the event that the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, the Executive shall be entitled to receive (i) a lump sum amount equal to 25% of the Severance Benefit (the "***Modified Severance Benefit***"); and (ii) immediate vesting of any Securities granted to the Executive during the course of the Executive's employment (including, but not limited to, any Securities granted under this Agreement), without regard to any other terms or conditions governing such vesting; provided, however, that any such Securities that remain subject to then-undetermined performance-based vesting criteria shall not vest but instead shall be immediately forfeited and cancelled. The Modified Severance Benefit shall be paid to the Executive no later than the forty-fifth (45th) day immediately following the Executive's "separation from service" (as defined under the Code), provided the Executive first executes a release of any and all claims against the Company (set forth in Section 4(f), below) and the revocation period specified therein has expired without the Executive revoking such release. However, if such forty-five (45) day period straddles two (2) taxable years of the Executive, then the Company shall pay the Modified Severance Benefit in the second of such taxable years, regardless of the taxable year in which the Executive actually delivers the executed release of claims.

(d) No Continued Benefits Following Termination. Unless otherwise specifically provided in this Agreement or otherwise required by law, all compensation, equity plans, and benefits payable to the Executive under this Agreement shall terminate on the date of termination of the Executive's employment with the Company under the terms of this Agreement.

(e) Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason shall constitute the Executive's immediate resignation from (i) any officer or employee position the Executive has with the Company, unless mutually agreed upon by the Executive and the Board; and (ii) all fiduciary positions (including as a trustee) the Executive holds with respect to any employee benefit plans or trusts established by the Company. The termination of the Executive's employment by the Company for Cause (as defined in Section 9(a)) shall constitute the Executive's immediate and automatic resignation from any position on the Company's Board of Directors; and the Executive agrees that this Agreement shall serve as written notice of resignation in this circumstance.

(f) Waiver and Release. Notwithstanding any other provisions of this Agreement to the contrary, unless expressly waived in writing by the Board in its sole discretion, the Executive shall not be entitled to any Severance Benefit or Modified Severance Benefit, and the Company shall not pay such the same (other than accrued Base Salary and unreimbursed business expenses as of the termination date), unless the Executive timely executes and delivers to the Company a general release (which shall be provided by the Company not later than five (5) days from the date on which the Executive's employment is terminated and be substantially in the form attached hereto as Exhibit A), whereby the Executive (or his estate or legally appointed personal representative) releases the Company (and affiliates of the Company and other designated persons) from all employment based or related claims of the Executive and all obligations of the Company to the Executive other than with respect to (x) the Company's obligations to make and provide the Severance Benefit or Modified Severance Benefit, as applicable, and (y) any vested benefits to which the Executive is entitled under the terms of any Company benefit or equity plan, and the Executive does not revoke such release within any applicable revocation period following the Executive's delivery of the executed release to the Company. If the requirements of this Section 4(f) are not satisfied by the Executive (or his estate or legally appointed personal representative), then no Severance Benefit or Modified Severance Benefit, as applicable (other than accrued Base Salary and unreimbursed business expenses as of the termination date) shall be due to the Executive (or his estate) pursuant to this Agreement.

(g) Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "***Notice of Termination***" to the other party hereto given in accordance with Section 10(l) of this Agreement. In the event of a termination by the Company for Cause or by the Executive for Good Reason, the Notice of Termination shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) specify the date of termination. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Cause or Good Reason shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

5. **Section 280G Payments.**

(a) Net-Better After-Tax Provision. Notwithstanding anything in this Agreement to the contrary, if the Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which the Executive has the right to receive from the Company or any other person, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by the Executive from the Company and/or such person(s) will be $1.00 less than three (3) times the Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by the Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better "net after-tax position" to the Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its affiliates) used in determining if a parachute payment exists, exceeds $1.00 less than three (3) times the Executive's base amount, then the Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this paragraph shall require the Company to be responsible for, or have any liability or obligation with respect to, the Executive's excise tax liabilities under Section 4999 of the Code.

(b) No Parachute Payment to the Extent Concluded by Tax Opinion. For purposes of Section 5(a), the Company shall not treat any payment or portion thereof as a parachute payment or an "excess parachute payment" (as defined in Section 280G) to the extent the Company receives an opinion, addressed to the Company from a nationally recognized law firm (such as Andrews Kurth LLP) or certified public accounting firm (a "***Tax Opinion***"), to the effect that if such payment or portion thereof is made, then either (i) such payment or portion thereof would not be a parachute payment or (ii) such payment or portion thereof would not be an excess parachute payment. A Tax Opinion may be based upon reasonable assumptions, limitations and qualifications that such law firm or certified public account firm reasonably believes to be accurate (*e.g*., assumptions as to matters that can reasonably be expected to be provided or certified by the Executive and/or the Company). The Company and the Executive shall use their respective reasonable best efforts to cooperate with each other and such law firm or certified public accounting firm in connection with a Tax Opinion.

6. **Section 409A of the Code.** This Agreement is intended to either avoid the application of, or comply with, Section 409A of the Code. To that end this Agreement shall at all times be interpreted in a manner that is consistent with Section 409A of the Code. Notwithstanding any other provision in this Agreement to the contrary, the Company shall have the right, in its sole discretion, to adopt such amendments to this Agreement or take such other actions (including amendments and actions with retroactive effect) as it determines is necessary or appropriate for this Agreement to comply with Section 409A of the Code. Further:

(a) Any reimbursement of any costs and expenses by the Company to the Executive under this Agreement shall be made by the Company within thirty (30) days from the date of Executive's written and documented reimbursement request. The expenses incurred by the Executive in any calendar year that are eligible for reimbursement under this Agreement shall not affect the expenses incurred by the Executive in any other calendar year that are eligible for reimbursement hereunder and the Executive's right to receive any reimbursement hereunder shall not be subject to liquidation or exchange for any other benefit.

(b) Any payment following a separation from service that would be subject to Section 409A(a)(2)(A)(i) of the Code as a distribution following a separation from service of a "specified employee" (as defined under Section 409A(a)(2)(B)(i) of the Code) shall be made on the first to occur of (i) ten (10) days after the expiration of the six month period following such separation from service, (ii) death or (iii) such earlier date that complies with Section 409A of the Code.

(c) Each payment that the Executive may receive under this Agreement shall be treated as a "separate payment" for purposes of Section 409A of the Code.

7. **Confidential Information.** During the Term, the Company may provide the Executive (i) with access to and the opportunity to become familiar with its Confidential Information and Trade Secrets; (ii) with continuing training, development and education regarding its procedures, products, services, methods, systems and operations; and (iii) with access to Confidential Information and Trade Secrets about the Company's employees, customers and customers' employees and agents.

(a) The Executive acknowledges that all notes, data, forms, reference and training materials, leads, memoranda, computer programs, computer print-outs, disks and the information contained in any computer, whether stored locally at the Company or remotely by the Company or others on behalf of the Company, and any other records which contain, reflect or describe any Confidential Information and Trade Secrets, belong exclusively to the Company. Upon the termination of the Executive's employment with the Company, the Executive shall promptly return such materials and all copies thereof in the Executive's possession to the Company, regardless of the cause of the termination of the Executive's employment with the Company.

(b) During the Executive's employment with the Company and thereafter, the Executive will not copy, publish, convey, transfer, disclose or use, directly or indirectly, for the Executive's own benefit or for the benefit of any other person or entity (except the Company) any Confidential Information and Trade Secrets; provided, that any copying or other prohibited use of Confidential Information and Trade Secrets shall not include copying or otherwise using Confidential Information and Trade Secrets in connection with communications with current or potential customers or vendors that the Executive reasonably expects to have a direct benefit to the Company; provided, further, that the Executive shall take any steps reasonably necessary to ensure that Confidential Information and Trade Secrets are not disclosed, by the Executive or by any such potential customers or vendors, to an extent greater than that which is reasonably required to provide such benefit to the Company. The Executive will abide by all rules, guidelines, policies and procedures relating to Confidential Information and Trade Secrets implemented and/or amended from time to time by Company. Notwithstanding the foregoing, nothing in this Agreement shall apply to limit the Executive's ability to make statements or disclosures (i) as a witness in or party to a legal proceeding (as may be ordered by any regulatory agency or court), (ii) as otherwise required by law, or (iii) as may be necessary for the Executive to prosecute any claims relating to the enforcement of this Agreement.

(c) The Executive acknowledges that the Company is a public company registered under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") and that this Agreement may be subject to the filing requirements of the Exchange Act. The Executive acknowledges and agrees that the applicable insider trading rules and limitations on disclosure of non-public information set forth in the Exchange Act and rules and regulations promulgated by the Securities and Exchange Commission (the "***SEC***") shall apply to this Agreement and the Executive's employment with the Company. The Executive (on behalf of himself as well as his executors, heirs, administrators and assigns) absolutely and unconditionally agrees to indemnify and hold harmless the Company and all of its past, present and future affiliates, executors, heirs, administrators, shareholders, employees, officers, directors, attorneys, accountants, agents, representatives, predecessors, successors and assigns from any and all claims, debts, demands, accounts, judgments, causes of action, equitable relief, damages, costs, charges, complaints, obligations, controversies, actions, suits, proceedings, expenses, responsibilities and liabilities of every kind and character whatsoever (including, but not limited to, reasonable attorneys' fees and costs) in the event of the Executive's conviction of any violation of the Exchange Act or any rules or regulations promulgated by the SEC.

8. **Non-Competition and Non-Solicitation of Customers, Clients and Employees** The Executive agrees that during the Term and the Restricted Period, the Executive will not directly or indirectly, as an employee, officer, director, shareholder, proprietor, agent, partner, recruiter, consultant, independent contractor or in any other individual or representative capacity engage in any of the Restricted Activities in any area within which the Company conducts or is pursuing Company Business, unless such has been previously been approved in writing by the Board after the Executive has provided the Board with full written disclosure of the relevant facts.

(a) "***Restricted Period***" means eighteen (18) months following termination of the Executive's employment under this Agreement for any reason, regardless of which party terminates such employment and regardless of the reason for such termination.

(b) "***Restricted Activities***" means and includes the following:

(i) Conducting, engaging or participating, directly or indirectly, as the employee, agent, independent contractor, consultant, advisor, partner, shareholder, investor, lender, underwriter or in any other similar capacity, in any business that directly competes with any part of the Company Business, provided, however, that for purposes of this Section 8(b)(i) only, the term Company Business shall be narrowly construed and geographically limited to the states of North Dakota and Montana;

(ii) Recruiting, hiring, and/or attempting to recruit or hire, directly or by assisting others, any other employee, temporary or permanent contract, part time or full time of the Company or otherwise soliciting any other employee of the Company for any purposes that would directly or indirectly interfere or conflict with the other employee's employment by the Company. For purposes of this covenant any "other employee" shall refer to employees who provide services to the Company and who are still actively employed by the Company at the time of the attempted recruiting or hiring, or were so employed at any time within six (6) months prior to the time of such attempted recruiting or hiring;

(iii) Using, disclosing, publishing, copying, distributing or communicating any Confidential Information and Trade Secrets to, or for the use or benefit of the Executive or any other person or entity other than the Company; and

(iv) Directly or indirectly interfering with any of the Company's relationships with any of its potential customers, clients, or vendors or affiliates thereof.

(c) The Company and the Executive acknowledge that the provisions contained in this Section 8 shall not prevent the Executive or the Executive's affiliates from owning solely as an investment, directly or indirectly, securities of any publicly traded corporation engaged in the Company's Business if the Executive and the Executive's affiliates do not, directly or indirectly, beneficially own in the aggregate more than five percent (5%) of all classes of outstanding equity securities of such entity.

(d) The Executive and the Company agree that the limitations as to time and scope of activity to be restrained are reasonable and do not impose a greater restraint on the Executive than is necessary to protect the property rights and other business interests of Company.

9. **Definitions**. For the purposes of this Agreement, the following definitions shall apply:

(a) "***Affiliate***" shall mean, with respect to any Person, any Person that, directly or through one or more intermediaries, is controlled by, controls, or is under common control with, such Person within the meaning of Sections 414(b) or (c) of the Code; provided that, in applying such provisions, the phrase "at least 50 percent" shall be used in place of "at least 80 percent" each place it appears therein.

(b) "***Beneficial Owner***" shall mean a Person who has beneficial ownership of any securities:

(i) which such Person or any of such Person's Affiliates has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, (A) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates until such tendered securities are accepted for purchase, or (B) securities issuable upon exercise of rights issued pursuant to the terms of any Rights Agreement of the Company, at any time before the issuance of such securities;

(ii) which such Person or any of such Person's Affiliates, directly or indirectly, has the right to vote or dispose of or has "beneficial ownership" of (as determined pursuant to Rule 13d-3 of the General Rules and Regulations under the Exchange Act), including pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security under this clause (ii) as a result of an agreement, arrangement or understanding to vote such security if the agreement, arrangement or understanding: (A) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations under the Exchange Act and (B) is not also then reportable on a Schedule 13D under the Exchange Act (or any comparable or successor report); or

(iii) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy as described in clause (ii) above) or disposing of any voting securities of the Company.

(c) "***Cause***" shall mean a termination of the Executive's employment because of: (1) any act or omission that constitutes a material breach by the Executive of any of his obligations under this Agreement, any equity plan or award document, or any other material agreement in writing between the Executive and the Company (other than as a result of Executive's incapacity due to physical or mental illness); (2) the Executive's conviction of, or plea of nolo contendere to, (A) any felony or (B) another crime involving dishonesty or moral turpitude or which could reflect negatively upon the Company or otherwise impair or impede its operations; (3) the Executive's conduct in performing under this Agreement that constitutes a material breach of a written policy of the Company or a material violation of the rules of any governmental or regulatory body applicable to the Company that is injurious to the financial condition or business reputation of the Company; (4) the Executive's refusal to follow the reasonable and lawful directions of the Board (other than as a result of Executive's incapacity due to physical or mental illness); (5) Executive's engaging in fraud, embezzlement, or act of moral turpitude, or any other willful misconduct by the Executive that is materially injurious to the financial condition or business reputation of the Company or any of its subsidiaries or affiliates; or (6) a final order of the SEC that causes the Executive to become subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii), as modified by Rules 506(d)(2) and (d)(3), under the Securities Act of 1933, as amended. Notwithstanding anything in this Section 9(a) to the contrary, no event or condition described in Sections 9(a)(1), 9(a)(3), 9(a)(4) or 9(a)(5) shall constitute Cause unless (x) within ninety (90) days from the Board first acquiring actual knowledge of the existence of the Cause condition, the Board provides the Executive written notice of its intention to terminate his employment for Cause and the grounds for such termination; (y) such grounds for termination (if susceptible to correction) are not corrected by the Executive within thirty (30) days of his receipt of such notice (or, in the event that such grounds cannot be corrected within such thirty-day (30) period, the Executive has not taken all reasonable steps within such thirty-day (30) period to correct such grounds as promptly as practicable thereafter); and (z) the Board terminates the Executive's employment with the Company immediately following expiration of such thirty-day (30) period. For purposes of this Section 9(a), any attempt by the Executive to correct a stated Cause shall not be deemed an admission by the Executive that the Board's assertion of Cause is valid. Notwithstanding anything in this Agreement to the contrary, if the Executive's employment with the Company is terminated without Cause, the Company shall have the sole discretion to later use after-acquired evidence to retroactively re-characterize the prior termination as a termination for Cause if such after-acquired evidence supports such an action.

(d) "***Change in Control***" shall mean the occurrence of any of the following:

(i) any Person (other than (A) the Company, (B) a trustee or other fiduciary holding securities under any employee benefit plan of the Company, (C) an underwriter temporarily holding securities pursuant to an offering of such securities or (D) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock in the Company ("***Excluded Persons***")) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company after the Effective Date, pursuant to express authorization by the Board that refers to this exception) representing fifty percent (50%) or more of either the then outstanding shares of common stock of the Company or the combined Voting Power of the Company's then outstanding voting securities; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors of the Company then serving: (A) individuals who, on the Effective Date, constituted the Board and (B) any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the Effective Date, or whose appointment, election or nomination for election was previously so approved (collectively the "***Continuing Directors***"); provided, however, that individuals who are appointed to the Board pursuant to or in accordance with the terms of an agreement relating to a merger, consolidation, or share exchange involving the Company (or any direct or indirect subsidiary of the Company) shall not be Continuing Directors for purposes of this definition until after such individuals are first nominated for election by a vote of at least two-thirds (2/3) of the then Continuing Directors and are thereafter elected as directors by the stockholders of the Company at a meeting of stockholders held following consummation of such merger, consolidation, or share exchange; and, provided further, that in the event the failure of any such persons appointed to the Board to be Continuing Directors results in a Change in Control, the subsequent qualification of such persons as Continuing Directors shall not alter the fact that a Change in Control occurred; or

(iii) the consummation of a merger, consolidation or share exchange of the Company with any other entity or the issuance of voting securities of the Company in connection with a merger, consolidation or share exchange of the Company (or any direct or indirect subsidiary of the Company) pursuant to applicable stock exchange requirements, other than (A) a merger, consolidation or share exchange which would result in the voting securities of the Company outstanding immediately prior to such merger, consolidation or share exchange continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least fifty percent (50%) of the combined Voting Power of the voting securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger, consolidation or share exchange, or (B) a merger, consolidation or share exchange effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than an Excluded Person) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company after the Effective Date, pursuant to express authorization by the Board that refers to this exception) representing fifty percent (50%) or more of either the then outstanding shares of common stock of the Company or the combined Voting Power of the Company's then outstanding voting securities; or

(iv) a complete liquidation or dissolution of the Company is effected or there is a sale or disposition by the Company of all or substantially all of the Company's assets (in one transaction or a series of related transactions within any period of twenty-four (24) consecutive months), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity at least seventy-five percent (75%) of the combined Voting Power of the voting securities of which are owned by Persons in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, (1) no "Change in Control" shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the outstanding shares immediately prior to such transaction or series of transactions continue to own, directly or indirectly, in the same proportions as their ownership in the Company, an entity that owns all or substantially all of the assets or voting securities of the Company immediately following such transaction or series of transactions and (2) to the extent necessary for any amounts considered to be deferred compensation subject to Section 409A of the Code to comply with the requirements of Section 409A of the Code, the definition of "Change in Control" herein shall be amended and interpreted in a manner that allows the definition to satisfy the requirements of a change of control under Section 409A of the Code solely for purposes of complying with the requirements of Section 409A of the Code.

(e) "***Company Business***" shall mean, except as otherwise provided in Section 8(b)(1), the acquisition, exploration, and development of properties containing oil and natural gas resources for purposes of oil and natural gas production.

(f) "***Code***" shall mean the Internal Revenue Code of 1986, as amended, as interpreted by rules and regulations issued pursuant thereto, all as amended and in effect from time to time. Any reference to a specific provision of the Code shall be deemed to include reference to any successor provision thereto.

(g) "***Confidential Information and Trade Secrets***" may be written, verbal or recorded by electronic, magnetic or other methods, whether or not expressly identified as "Confidential" by the Company, and includes, but is not limited to, the following information and materials:

(i) Financial information of any kind pertaining to the Company, including, without limitation, information about the profit margins, profitability, pricing, income and expenses of the Company or any of its products or lines of business and also including, without limitation, any and all information and records relating to the Company's contracts or transactions with, or charges, prices or sales to, its customers, including invoices, proposals, confirmations, bills of ladings, statements, accounting records, bids, payment records or any other information or documents regarding amounts charged to or paid by customers, for any products or services which form any part of the Company Business;

(ii) All information about and all communications received from, sent to or exchanged between the Company and any person or entity which has purchased, licensed, exchanged or otherwise entered into a transaction with the Company, or to which the Company has made a proposal with respect to the purchase, sale, license, exchange or other transaction involving any component, products or services which form any part of the Company Business;

(iii) All of the Company's technical data and any information pertaining to the Company Business, including, by way of example, research and development, scientific studies or analyses, details or training methods, and oil and gas technology;

(iv) All customer contact information, which includes information about the identity and location of individuals with decision-making authority at the customer and the particular preferences, needs or requirements of the customer, or such individual, with respect to any of the products, goods, services or equipment which comprise any part of the Company Business, and all information about the particular needs or requirements of a customer based on its geographical, economic or other factors; and

(v) Employee lists, phone numbers and addresses, pay rates, benefits and compensation packages, training programs and manuals, and other confidential information regarding the Company's personnel.

Notwithstanding the foregoing, "Confidential Information," for purposes of this Agreement, shall not extend to any information:

(i) that is or becomes in the public domain through no wrongful act or fault of the Executive;

(ii) that was already known to the Executive prior to employment with the Company;

(iii) that is obtained by the Executive from a third party who is not under a duty of nondisclosure owed to the Company;

(iv) to which the Executive would not otherwise have access by virtue of his employment with the Company and was independently developed by the Executive without any use of or reliance on any information that, without giving effect to this clause, would be considered Confidential Information and Trade Secrets of the Company; or

(v) is required to be disclosed by law; provided, however, that prior to such disclosure the Executive shall deliver timely notice to the Company of such required disclosure and assist the Company in seeking protective relief thereof.

(h) "***Good Reason***" means any one of the following:

(i) a material diminution of the Executive's authority or duties (including, without limitation, (1) the continuous assignment to the Executive of any duties materially inconsistent with the Executive's position with the Company, or (2) a material diminution in the nature or status of the Executive's responsibilities) without the Executive's prior written consent;

(ii) the Company effects a material diminution of the Executive's base compensation;

(iii) the Executive is removed from his executive officer position with the Company;

(iv) any requirement that the Executive, without his/her prior written consent, move his/her regular office to a location more than one hundred (100) miles from the Company's current executive offices in Minnetonka, MN; or

(v) any material breach by the Company of this Agreement.

Notwithstanding anything in this Agreement to the contrary, no event or condition described in this Section 9(h) shall constitute Good Reason unless, (i) within ninety (90) days following the Executive's actual knowledge of the event which the Executive determines constitutes Good Reason, the Executive notifies the Company in writing that the Executive has determined a Good Reason exists and specifies the event creating Good Reason, (ii) following receipt of such notice, the Company fails to remedy such event within thirty (30) days, and (iii) the Executive terminates his employment with the Company immediately following the expiration of such thirty-day (30) period. The foregoing conditions must be met for the Executive to have a Good Reason to terminate the Executive's employment.

(i) "***Parent***" means a "parent corporation," as defined in Section 424(e) of the Code.

(j) "***Person***" means any individual, partnership, corporation, limited liability company, trust, incorporated or unincorporated organization or association or other legal entity of any kind.

(k) "***Subsidiary***" means a "subsidiary corporation," as defined in Section 424(f) of the Code, of the Company.

(l) "***Voting Power***" shall mean the voting power of the outstanding securities of the applicable entity having the right under ordinary circumstances to vote in an election of directors.

10. **Miscellaneous.**

(a) Defense of Claims. The Executive agrees that, during and following the Term, upon request from the Company, the Executive will cooperate with the Company in the defense of any claims or actions that may be made by or against the Company that affect the Executive's prior areas of responsibility, except if the Executive's reasonable interests are adverse to the Company in such claim or action. The Company agrees to promptly reimburse the Executive for all of the Executive's reasonable legal fees, travel and other direct expenses incurred, or to be reasonably incurred – and, if the Executive is no longer employed with the Company, to compensate the Executive (at a pro rata hourly rate calculated based on the Executive's Base Salary at the time of the Executive's separation) for the Executive's time – to comply with the Executive's obligations under this Section 10(a).

(b) Non-Disparagement. The Executive agrees that at no time during or after the termination of the Executive's employment shall the Executive make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, business or character of the Company or its affiliates or any of its respective directors, officers or employees. Similarly, the Company agrees that at no time following the termination of the Executive's employment shall the Board or the Company's executive officers (as defined in Section 16 of the Securities Exchange Act of 1934, as amended) make, cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, performance or character of the Executive. However, the foregoing shall not apply to: (i) any person's statements as a witness in a legal proceeding (as may be ordered by any regulatory agency or court or as otherwise required by law), or (ii) as may be necessary for either party to prosecute any claims relating to the enforcement of this Agreement.

(c) Source of Payments. All payments provided under this Agreement, other than payments made pursuant to a plan or agreement which provides otherwise, shall be paid in cash from the general funds of the Company, and no special or separate fund shall be established, and no other segregation of assets shall be made, to assure payment. The Executive shall have no right, title or interest whatsoever in or to any investments which the Company may make to aid the Company in meeting its obligations hereunder. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

(d) Amendment, Waiver. This Agreement may not be modified, amended or waived in any manner, except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

(e) Entire Agreement. This Agreement, the Exhibits attached hereto, and the agreements specifically incorporated herein are the entire agreement and understanding of the parties hereto with respect to the matters covered herein and supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

(f) Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict of laws principles thereof. Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in Minnesota, for the purposes of any proceeding arising out of or based upon this Agreement.

(g) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(h) Reformation of Time, Geographical, and Occupational Limitations. In the event that any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction because it exceeds the maximum time, geographical, or occupational limitations permitted by applicable law, then such provision(s) shall be and hereby are reformed to the maximum time, geographical, and occupational limitations as may be permitted by applicable law.

(i) Specific Performance/Injunctive Relief. In the event of the Executive's breach or violation of any provision of Section 7 ("Confidential Information"), Section 8 ("Non-Competition and Non-Solicitation of Customers, Clients and Employees"), or Section 10(b) ("Non-Disparagement"), the parties agree that, in addition to any other remedies it may have, the Company shall be entitled to equitable relief for specific performance, and the Executive hereby agrees and acknowledges that the Company has no adequate remedy at law for the breach of the employment covenants contained herein.

(j) No Assignment. Neither this Agreement nor any of the Executive's rights and duties hereunder, shall be assignable or delegable by the Executive. Any purported assignment or delegation by the Executive in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

(k) Successors; Binding Agreement. For purposes of Section 7, Section 8, and Section 10(b) only, upon the death of the Executive, this Agreement shall be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributes, devisees and/or legatees.

(l) Notices. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three (3) days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company: Northern Oil and Gas, Inc.
Attn: General Counsel
601 Carlson Parkway – Suite 990
Minnetonka, Minnesota 55305

If to the Executive: Mike Kelly
To the address on record with the Company

(m) Withholding of Taxes. The Company may withhold from any amounts or benefits payable under this Agreement all taxes it may be required to withhold pursuant to any applicable law or regulation.

(n) Headings. The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit or interpret the scope of this Agreement or of any particular section.

(o) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(p) Survival. This Agreement shall terminate upon the termination of employment of the Executive; however, the following shall survive the termination of the Executive's employment and/or the expiration or termination of this Agreement, regardless of the reasons for such expiration or termination: Section 4 ("Rights Upon a Change in Control/Termination of Employment") and the corresponding Exhibit A ("Waiver and Release"), Section 7 ("Confidential Information"), Section 8 ("Non-Competition and Non-Solicitation of Customers, Clients and Employees"), Section 10(a) ("Defense of Claims"), Section 10(b) ("Non-Disparagement"), Section 10(e) ("Entire Agreement"), Section 10(f) ("Governing Law/Venue"), Section 10(i) ("Specific Performance/Injunctive Relief"), Section 10(k) ("Successors/Binding Agreement"), and Section 10(1) ("Notices").

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

EXECUTIVE:

/s/ Mike Kelly

Date: December 10, 2019

NORTHERN OIL AND GAS, INC.:

By: /s/ Erik J. Romslo
Its: EVP, General Counsel & Secretary

Date: December 17, 2019

Exhibit 31.1

CERTIFICATION

I, Nicholas O’Grady certify that:

1. I have reviewed this quarterly report on Form 10-Q of Northern Oil and Gas, Inc.;

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 officer(s) 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; and

   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; and

   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;

5. The registrant’s other certifying officer(s) 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 registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weakness 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.

Dated: May 11, 2020

By: /s/ Nicholas O’Grady

Nicholas O’Grady
Principal Executive Officer

Exhibit 31.2

CERTIFICATION

I, Chad Allen certify that:

1. I have reviewed this quarterly report on Form 10-Q of Northern Oil and Gas, Inc.;

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 officer(s) 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; and

   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; and

   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;

5. The registrant's other certifying officer(s) 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 registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weakness 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.

Dated: May 11, 2020

By: /s/ Chad Allen

Chad Allen
Principal Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Northern Oil and Gas, Inc., (the "Company") on Form 10-Q for the quarterly period ended March 31, 2020, as filed with the United States Securities and Exchange Commission on the date hereof, (the "Report"), the undersigned officers of the Company hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 11, 2020

By: /s/ Nicholas O'Grady
Nicholas O'Grady
Principal Executive Officer

Dated: May 11, 2020

By: /s/ Chad Allen
Chad Allen
Principal Financial Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.