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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**  
under the Securities Exchange Act of 1934  
(Amendment No. 7)

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**LILIS ENERGY, INC.**  
(Name of Issuer)

Common Stock, Par Value \$0.001  
(Title of Class of Securities)

532403201  
(CUSIP Number)

David A. Marple  
Värde Partners, Inc.  
901 Marquette Ave. S, Suite 3300  
Minneapolis, MN 55402  
(952) 893-1554

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

*Copies to:*

Julian J. Seiguer  
Kirkland & Ellis LLP  
609 Main Street  
Houston, TX 77002  
(713) 836-3600

December 26, 2018  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("Securities Exchange Act") or otherwise subject to the liabilities of that section of the Securities Exchange Act but shall be subject to all other provisions of the Securities Exchange Act (however, see the Notes).

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(1)	Name of reporting person The Värde Fund XI (Master), L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 23,779,606
	(8) Shared voting power: 0
	(9) Sole dispositive power: 21,941,640
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 23,779,606
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 26.0%*
(14)	Type of reporting person (see instructions): PN

\* The ownership percentage has been calculated based on an aggregate total of 71,969,815 shares of Common Stock (as defined below) issued and outstanding as of October 31, 2018, plus (i) the 14,015,066 shares of Common Stock beneficially owned by the Reporting Persons in connection with the Term Loan as of October 31, 2018, (ii) the 19,512,195 shares of Common Stock, rounded up to the nearest share, beneficially owned in connection with the Series C-1 Preferred Stock (as defined below), excluding 3,112,239 shares of Common Stock, with regards to which the Reporting Persons may be entitled to shared voting power in connection with the Series C-1 Preferred Stock, (iii) the 4,878,049 shares of Common Stock, rounded up to the nearest share, beneficially owned in connection with the Series C-2 Preferred Stock (as defined below), excluding 790,885 shares of Common Stock with regards to which the Reporting Persons may be entitled to shared voting power in connection with the Series C-2 Preferred Stock and (iv) the 8,386,082 shares of Common Stock, rounded up to the nearest share, beneficially owned in connection with the Series D Preferred Stock (as defined below), excluding 515,052 shares of Common Stock the Reporting Persons with regards to which such persons may be entitled to shared voting power in connection with the Series D Preferred Stock.

(1)	Name of reporting person The Värde Fund XI G.P., LLC
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 23,779,606
	(8) Shared voting power: 0
	(9) Sole dispositive power: 21,941,640
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 23,779,606
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 26.0%*
(14)	Type of reporting person (see instructions): OO

(1)	Name of reporting person The Värde Fund XII (Master), L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 16,920,009
	(8) Shared voting power: 0
	(9) Sole dispositive power: 15,612,231
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 16,920,009
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 19.7%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person The Värde Fund XII G.P., L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 16,920,009
	(8) Shared voting power: 0
	(9) Sole dispositive power: 15,612,231
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 16,920,009
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 19.7%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person The Värde Fund XII UGP, LLC
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 16,920,009
	(8) Shared voting power: 0
	(9) Sole dispositive power: 15,612,231
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 16,920,009
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 19.7%*
(14)	Type of reporting person (see instructions): OO

(1)	Name of reporting person The Värde Skyway Master Fund, L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Cayman Islands
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 0
	(8) Shared voting power: 0
	(9) Sole dispositive power: 0
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 0
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 0%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person The Värde Skyway Mini-Master Fund, L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Cayman Islands
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 6,029,927
	(8) Shared voting power: 0
	(9) Sole dispositive power: 5,563,860
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 6,029,927
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 7.8%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person The Värde Skyway Fund, L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Cayman Islands
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 1,401,171
	(8) Shared voting power: 0
	(9) Sole dispositive power: 1,292,875
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 1,401,171
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 1.9%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person The Värde Skyway Fund G.P., LLC
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 7,431,098
	(8) Shared voting power: 0
	(9) Sole dispositive power: 6,856,735
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 7,431,098
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 9.5%*
(14)	Type of reporting person (see instructions): OO

(1)	Name of reporting person Värde Investment Partners (Offshore) Master, L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Cayman Islands
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 3,429,686
	(8) Shared voting power: 0
	(9) Sole dispositive power: 3,164,598
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 3,429,686
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 4.6%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person The Värde Fund VI-A, L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 1,714,956
	(8) Shared voting power: 0
	(9) Sole dispositive power: 1,582,406
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 1,714,956
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 2.3%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person Värde Investment Partners, L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 3,886,976
	(8) Shared voting power: 0
	(9) Sole dispositive power: 3,586,544
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 3,886,976
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 5.2%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person Värde Investment Partners G.P., LLC
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 9,031,618
	(8) Shared voting power: 0
	(9) Sole dispositive power: 8,333,548
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 9,031,618
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 11.4%*
(14)	Type of reporting person (see instructions): OO

(1)	Name of reporting person Värde Partners, L.P.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 57,162,331
	(8) Shared voting power: 0
	(9) Sole dispositive power: 52,744,155
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 57,162,331
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 48.1%*
(14)	Type of reporting person (see instructions): PN

(1)	Name of reporting person Värde Partners, Inc.
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: Delaware
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 57,162,331
	(8) Shared voting power: 0
	(9) Sole dispositive power: 52,744,155
	(10) Shared dispositive power: 0
(11)	Aggregate amount beneficially owned by each reporting person: 57,162,331
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 48.1%*
(14)	Type of reporting person (see instructions): CO

(1)	Name of reporting person George G. Hicks
(2)	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
(3)	SEC use only:
(4)	Source of funds (see instructions): OO
(5)	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
(6)	Citizenship or place of organization: United States
Number of shares beneficially owned by each reporting person with	(7) Sole voting power: 0
	(8) Shared voting power: 57,162,331
	(9) Sole dispositive power: 0
	(10) Shared dispositive power: 52,744,155
(11)	Aggregate amount beneficially owned by each reporting person: 57,162,331
(12)	Check if the aggregate amount in Row (11) excludes certain shares: (see instructions) <input type="checkbox"/>
(13)	Percent of class represented by amount in Row (11): 48.1%*
(14)	Type of reporting person (see instructions): IN

**SCHEDULE 13D****Item 1. Security and Issuer**

This Schedule 13D relates to the common stock (the “Common Stock”), par value \$0.0001 per share, of Lilis Energy, Inc., a Nevada corporation (the “Issuer”). The Issuer has its principal executive offices at 300 E. Sonterra Blvd., Suite 1220, San Antonio, TX 78258.

This Amendment No. 7 (“Amendment No. 7”) amends and supplements the Schedule 13D filed by the Reporting Persons on May 8, 2017, as amended by Amendment No. 1 to Schedule 13D (“Amendment No. 1”) filed by the Reporting Persons on July 14, 2017, as amended by Amendment No. 2 to Schedule 13D (“Amendment No. 2”) filed by the Reporting Persons on August 12, 2017, as amended by Amendment No. 3 to Schedule 13D (“Amendment No. 3”) filed by the Reporting Persons on November 17, 2017, as amended by Amendment No. 4 to Schedule 13D (“Amendment No. 4”) filed by the Reporting Persons on January 8, 2018, as amended by Amendment No. 5 to Schedule 13D (“Amendment No. 5”) filed by the Reporting Persons on February 2, 2018 and as amended by Amendment No. 6 to Schedule 13D (“Amendment No. 6”) filed by the Reporting Persons on October 16, 2018 (as so amended through this Amendment No. 7, the “Schedule 13D”).

Except as specifically provided herein, this Amendment No. 7 does not modify any of the information previously reported on the Schedule 13D. Capitalized terms used but not otherwise defined in this Amendment No. 7 shall have the meanings ascribed to them in the Schedule 13D. The filing of this Amendment No. 7 shall not be construed to be an admission by the Reporting Persons that a material change has occurred in the facts set forth in the Schedule 13D or that this Amendment No. 7 is required under Rule 13d-2 of the Securities Exchange Act.

**Item 2. Identity and Background**

Clause (a) of Item 2 of this Schedule 13D is hereby amended and restated in its entirety as follows:

(a) This Schedule 13D is being jointly filed by:

- (i) The Värde Fund XI (Master), L.P., a Delaware limited partnership (“Fund XI”);
- (ii) The Värde Fund XI G.P., LLC, a Delaware limited liability company (“Fund XI GP”), the general partner of Fund XI;
- (iii) The Värde Fund XII (Master), L.P. a Delaware limited partnership (“Fund XII”);
- (iv) The Värde Fund XII G.P., L.P., a Delaware limited partnership (“Fund XII GP”), the general partner of Fund XII;
- (v) The Värde Fund XII UGP, LLC, a Delaware limited liability company (“Fund XII UGP”), the general partner of Fund XII GP;
- (vi) The Värde Skyway Mini-Master Fund, L.P., a Cayman Islands exempted limited partnership (“Mini-Master Skyway Fund”);
- (vii) The Värde Skyway Fund, L.P., a Delaware limited partnership (“Värde Skyway Fund”);
- (viii) The Värde Skyway Fund G.P., LLC, a Delaware limited liability company (“Skyway Fund GP”), the general partner of Skyway Fund;
- (xx) Värde Investment Partners (Offshore) Master, L.P., a Cayman Islands exempted limited partnership (“VIP Offshore”);
- (x) The Värde Fund VI-A, L.P., a Delaware limited partnership (“Fund VI-A”);

(xi) Värde Investment Partners, L.P., a Delaware limited partnership (“VIP”);

(xii) Värde Investment Partners G.P., LLC, a Delaware limited liability company (“VIP GP”), the general partner of VIP Offshore, Fund VI-A and VIP;

(xiii) Värde Partners, L.P., a Delaware partnership (“Managing Member”), the managing member of Fund XI GP, Fund XII UGP, Skyway Fund GP and VIP GP;

(xiv) Värde Partners, Inc., a Delaware corporation (“General Partner”), the general partner of the Managing Member; and

(xv) Mr. George G. Hicks (“Mr. Hicks”), the chief executive officer of the General Partner;

(i) through (xv) above are each referred to as a “Reporting Person” and collectively referred to as the “Reporting Persons”). The Reporting Persons have entered into a joint filing agreement, dated as of December 27, 2018, a copy of which is attached hereto as Exhibit A.

The second sentence of Clause (f) of Item 2 of the Schedule 13D is hereby amended and restated in its entirety as follows:

Each of the other Reporting Persons is organized in the State of Delaware except VIP Offshore, Skyway Fund and Mini-Master Skyway Fund, which are organized under the laws of the Cayman Islands.

### **Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of the Schedule 13D is hereby supplemented by adding the following:

Pursuant to the Assignment and Assumption Agreement, dated as of December 26, 2018, by and among The Värde Skyway Master Fund, L.P., a Cayman Islands exempted limited partnership (“Skyway Fund”), Mini-Master Skyway Fund and Värde Skyway Fund (the “Common and Preferred Stock Assignment and Assumption Agreement”), Skyway Fund assigned all of the Skyway Fund’s rights and interest in and to the Securities Purchase Agreement, the Registration Rights Agreement, the Transaction Agreement and the October 10, 2018 Registration Rights Agreement to each of Mini-Master Skyway Fund and Värde Skyway Fund and each of Mini-Master Skyway Fund and Värde Skyway Fund, respectively, assumed Skyway Fund’s duties and obligations under each of the Securities Purchase Agreement, the Registration Rights Agreement, the Transaction Agreement and the October 10, 2018 Registration Rights Agreement.

Pursuant to the Assignment and Assumption dated as of December 27, 2018, by and between Skyway Fund and Mini-Master Skyway Fund, and the Assignment and Assumption dated as of December 27, 2018, by and between Skyway Fund and Värde Skyway Fund (collectively, the “Term Loan Assignments and Assumptions”), Skyway Fund assigned all of the Skyway Fund’s rights and interest in and to the Term Loan Credit Agreement to each of Mini-Master Skyway Fund and Värde Skyway Fund and each of Mini-Master Skyway Fund and Värde Skyway Fund, respectively, assumed Skyway Fund’s duties and obligations under the Term Loan Credit Agreement.

### **Item 4. Purpose of Transaction**

The information set forth in Item 3 is incorporated herein by reference.

#### ***General***

The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and they intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake will be dependent upon the Reporting Persons’ review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer’s business, financial condition, operations and prospects; price levels of the Issuer’s securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

The Reporting Persons may, at any time and from time to time, acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, subject to the limitations in the Securities Purchase Agreement, the Reporting Persons or their designee(s) to the Issuer’s board of directors

may engage in discussions with management, the board of directors, and shareholders of the Issuer and other relevant parties or encourage such persons to consider or explore extraordinary corporate transactions, such as: a merger; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Issuer's board of directors. During the course of such communications, the Reporting Person may advocate or oppose one or more courses of action.

Except as set forth herein and below, or as would occur upon completion of any of the matters discussed herein, the Reporting Persons and, to the best knowledge of the Reporting Persons, or any of the other individuals named in Item 2 above, have no present plans or proposals that would relate to or result in any of the matters set forth in clauses (a) through (j) of Item 4 of Schedule 13D. Although the foregoing reflects activities presently contemplated by such persons with respect to the Issuer, the foregoing is subject to change at any time. The Reporting Persons reserve the right to change their intention with respect to any or all of the matters required to be disclosed in this Item 4.

#### **Item 5. Interest in Securities of the Issuer**

Items 5(a) and 5(b) of the Schedule 13D are hereby supplemented by adding the following:

(a) The Reporting Persons beneficially own 57,162,331 shares of Common Stock, representing 48.1% of the outstanding shares.

The number of shares of Common Stock beneficially owned in connection with the Series C-1 Preferred Stock is based upon: (1) with respect to dispositive power, an initial aggregate Stated Value of \$100,000,000 multiplied by the optional redemption percentage of 120% and divided by the initial conversion price of \$6.15 and (2) with respect to voting power, an initial aggregate Stated Value of \$100,000,000 divided by \$4.42.

The number of shares of Common Stock beneficially owned in connection with the Series C-2 Preferred Stock is based upon: (1) with respect to dispositive power, an initial aggregate Stated Value of \$25,000,000 multiplied by the optional redemption percentage of 120% and divided by the initial conversion price of \$6.15 and (2) with respect to voting power, an initial aggregate Stated Value of \$25,000,000 divided by \$4.41.

The number of shares of Common Stock beneficially owned in connection with the Series D Preferred Stock is based upon: (1) with respect to dispositive power, an initial aggregate Stated Value of \$39,254,000 multiplied by the optional redemption percentage of 117.5% and divided by the initial conversion price of \$5.50 and (2) with respect to voting power, an initial aggregate Stated Value of \$39,254,000 divided by \$4.41.

The ownership percentage appearing on such cover pages has been calculated based on an aggregate total of 71,969,815 shares of Common Stock issued and outstanding as of October 31, 2018, plus (i) the 14,015,066 shares of Common Stock beneficially owned by the Reporting Persons in connection with the Term Loan as of October 31, 2018, (ii) the 19,512,195 shares of Common Stock, rounded up to the nearest share, beneficially owned in connection with the Series C-1 Preferred Stock, excluding 3,112,239 shares of Common Stock, with regards to which the Reporting Persons may be entitled to shared voting power in connection with the Series C-1 Preferred Stock, (iii) the 4,878,049 shares of Common Stock, rounded up to the nearest share, beneficially owned in connection with the Series C-2 Preferred Stock, excluding 790,885 shares of Common Stock with regards to which the Reporting Persons may be entitled to shared voting power in connection with the Series C-2 Preferred Stock and (iv) the 8,386,082 shares of Common Stock, rounded up to the nearest share, beneficially owned in connection with the Series D Preferred Stock, excluding 515,052 shares of Common Stock the Reporting Persons with regards to which such persons may be entitled to shared voting power in connection with the Series D Preferred Stock.

(b) As described in Items 1 and 3 of this Schedule 13D, each of Fund XI, Fund XI GP, as the general partner of Fund XI GP, Fund XII, Fund XII GP, as the general partner of Fund XII, Fund XII UGP, as the general partner of Fund XII GP, Skyway Fund, Skyway Fund GP, as the general partner of Mini-Master Skyway Fund and Värde Skyway Fund, Fund VI-A, VIP, VIP Offshore and VIP GP as the general partner of Fund VI-A, VIP and VIP Offshore, directly own 57,162,331 shares of Common Stock.

See items 7 through 10 of the cover pages to this Amendment No. 7 for the number of shares of Common Stock beneficially owned by each of the Reporting Persons as to which there is sole or shared power to vote or to direct the vote, and sole or shared power to dispose or to direct the disposition.

The Reporting Persons have not engaged in any other transactions, other than as disclosed above, in the Issuer's Common Stock during the last 60 days.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of Issuer**

Item 3 above summarizes certain provisions of the Common and Preferred Stock Assignment and Assumption Agreement and the Term Loan Assignments and Assumptions. Copies of these agreements are attached as exhibits to this Schedule 13D, and are incorporated herein by reference.

**Item 7. Material to Be Filed As Exhibits**

- Exhibit A Joint Filing Agreement, dated December 27, 2018 by and among the Reporting Persons.
- Exhibit B Assignment and Assumption Agreement, dated as of December 26, 2018, by and among The Värde Skyway Master Fund, L.P., The Värde Skyway Mini-Master Fund, L.P., and The Värde Skyway Fund, L.P.
- Exhibit C Assignment and Assumption, dated as of December 27, 2018, by and between The Värde Skyway Master Fund, L.P. and The Värde Skyway Mini-Master Fund, L.P.
- Exhibit D Assignment and Assumption, dated as of December 27, 2018, by and between The Värde Skyway Master Fund, L.P. and The Värde Skyway Fund, L.P.

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**Dated as of December 27, 2018**

**THE VÄRDE FUND XI (Master), L.P.**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE FUND XI G.P., LLC**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE FUND XII (MASTER), L.P.**

**By: The Värde Fund XII G.P., L.P., Its General Partner**

**By: The Värde Fund XII UGP, LLC, Its General Partner**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE FUND XII G.P., L.P.**

**By: The Värde Fund XII UGP, LLC, Its General Partner**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

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**THE VÄRDE FUND XII UGP, LLC**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE SKYWAY MASTER FUND, L.P.**

**By: Värde Skyway Fund G.P., LLC, Its General Partner**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE SKYWAY MINI-MASTER FUND, L.P.**

**By: Värde Skyway Fund G.P., LLC, Its General Partner**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE SKYWAY FUND, L.P.**

**By: Värde Skyway Fund G.P., LLC, Its General Partner**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE SKYWAY FUND G.P., LLC**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple**

**Name: David A. Marple**

**Title: General Counsel**

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**VÄRDE INVESTMENT PARTNERS (OFFSHORE)  
MASTER, L.P.**

**By:** Värde Investment Partners G.P., LLC, Its  
General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple

**Name:** David A. Marple

**Title:** General Counsel

**THE VÄRDE FUND VI-A L.P.**

**By:** Värde Investment Partners G.P., LLC, Its  
General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE INVESTMENT PARTNERS, L.P.**

**By:** Värde Investment Partners G.P., LLC, Its  
General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE INVESTMENT PARTNERS G.P., LLC**

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE PARTNERS, L.P.**

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple

**Name:** David A. Marple

**Title:** General Counsel

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**VÄRDE PARTNERS, INC.**

**By:** /s/ David A. Marple  
**Name:** David A. Marple  
**Title:** General Counsel

**GEORGE G. HICKS**

**By:** /s/ George G. Hicks  
**Name:** George G. Hicks

**JOINT FILING AGREEMENT**

December 27, 2018

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act") the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to securities of Lilis Energy, Inc., a Nevada corporation, and further agree to the filing, furnishing, and/or incorporation by reference of this Joint Filing Agreement as an exhibit thereto. Each of them is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the date first written above.

**THE VÄRDE FUND XI (Master), L.P.**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By:** \_\_\_\_\_

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE FUND XI G.P., LLC**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple** \_\_\_\_\_

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE FUND XII (MASTER), L.P.**

**By: The Värde Fund XII G.P., L.P., Its General Partner**

**By: The Värde Fund XII UGP, LLC, Its General Partner**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple** \_\_\_\_\_

**Name: David A. Marple**

**Title: General Counsel**

**THE VÄRDE FUND XII G.P., L.P.**

**By: The Värde Fund XII UGP, LLC, Its General Partner**

**By: Värde Partners, L.P., Its Managing Member**

**By: Värde Partners, Inc., Its General Partner**

**By: /s/ David A. Marple** \_\_\_\_\_

**Name: David A. Marple**

**Title: General Counsel**

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**THE VÄRDE FUND XII UGP, LLC**

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**THE VÄRDE SKYWAY MINI-MASTER FUND, L.P.**

**By:** Värde Skyway Fund G.P., LLC, Its General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**THE VÄRDE SKYWAY FUND, L.P.**

**By:** Värde Skyway Fund G.P., LLC, Its General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**THE VÄRDE SKYWAY FUND G.P., LLC**

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE INVESTMENT PARTNERS (OFFSHORE)  
MASTER, L.P.**

**By:** Värde Investment Partners G.P., LLC, Its General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

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**THE VÄRDE FUND VI-A L.P.**

**By:** Värde Investment Partners G.P., LLC, Its  
General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE INVESTMENT PARTNERS, L.P.**

**By:** Värde Investment Partners G.P., LLC, Its  
General Partner

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE INVESTMENT PARTNERS G.P., LLC**

**By:** Värde Partners, L.P., Its Managing Member

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE PARTNERS, L.P.**

**By:** Värde Partners, Inc., Its General Partner

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**VÄRDE PARTNERS, INC.**

**By:** /s/ David A. Marple \_\_\_\_\_

**Name:** David A. Marple

**Title:** General Counsel

**GEORGE G. HICKS**

**By:** /s/ George G. Hicks \_\_\_\_\_

**Name:** George G. Hicks

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (this "Agreement") is made and entered into as of December 26, 2018 by and among The Värde Skyway Master Fund, L.P. (the "Assignor"), The Värde Skyway Mini-Master Fund, L.P. and The Värde Skyway Fund, L.P. (collectively with The Värde Skyway Mini-Master Fund, L.P., the "Assignees").

WHEREAS, the Assignor is a party to the Securities Purchase Agreement (the "Securities Purchase Agreement"), dated as of January 30, 2018, between Lilis Energy, Inc., a Nevada corporation (the "Company"), and The Värde Fund VI-A, L.P., Värde Investment Partners, L.P., The Värde Fund XI (Master), L.P., Värde Investment Partners (Offshore) Master, L.P., the Assignor and The Värde Fund XII (Master), L.P. (collectively, the "Värde Parties");

WHEREAS, the Assignor is a party to the Registration Rights Agreement (the "January Registration Rights Agreement"), dated as of January 30, 2018, between the Company and the Värde Parties;

WHEREAS, the Assignor is a party to the Transaction Agreement (the "Transaction Agreement"), dated as of October 10, 2018, between the Company and the Värde Parties;

WHEREAS, the Assignor is a party to the Registration Rights Agreement (the "October Registration Rights Agreement"), dated as of October 10, 2018, between the Company and the Värde Parties;

WHEREAS, the Assignor is transferring to the Assignees, pursuant to stock powers dated as of the date hereof, the shares of Common Stock, Series C-1 9.75% Convertible Participating Preferred Stock, Series C-2 9.75% Convertible Participating Preferred Stock and Series D 8.25% Convertible Participating Preferred Stock of the Company acquired by the Assignor pursuant to each of the Securities Purchase Agreement and the Transaction Agreement;

WHEREAS, the Assignor desires to assign to the Assignees its rights and obligations under each of the Securities Purchase Agreement, the January Registration Rights Agreement, the Transaction Agreement and the October Registration Rights Agreement; and

WHEREAS, each of the Assignees desires to accept such rights of the Assignor and assume the Assignor's obligations under each of the Securities Purchase Agreement, the January Registration Rights Agreement, the Transaction Agreement and the October Registration Rights Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreement of the parties hereto and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Assignment and Assumption of Securities Purchase Agreement. In accordance with, and subject to, the terms of Section 5.7 of the Securities Purchase Agreement, the Assignor hereby assigns, conveys, transfers and delivers to the Assignees all of the Assignor's rights and interest in and to the Securities Purchase Agreement and each of the Assignees, respectively, hereby assumes the Assignor's duties and obligations under the Securities Purchase Agreement.

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2. Assignment and Assumption of January Registration Rights Agreement. In accordance with, and subject to, the terms of Section 2.12 of the January Registration Rights Agreement, the Assignor hereby assigns, conveys, transfers and delivers to the Assignees all of the Assignor's rights and interest in and to the January Registration Rights Agreement and each of the Assignees, respectively, hereby assumes the Assignor's duties and obligations under the January Registration Rights Agreement.

3. Assignment and Assumption of Transaction Agreement. In accordance with, and subject to, the terms of Section 6.7 of the Transaction Agreement, the Assignor hereby assigns, conveys, transfers and delivers to the Assignees all of the Assignor's rights and interest in and to the Transaction Agreement and each of the Assignees, respectively, hereby assumes the Assignor's duties and obligations under the Transaction Agreement.

4. Assignment and Assumption of October Registration Rights Agreement. In accordance with, and subject to, the terms of Section 2.12 of the October Registration Rights Agreement, the Assignor hereby assigns, conveys, transfers and delivers to the Assignees all of the Assignor's rights and interest in and to the October Registration Rights Agreement and each of the Assignees, respectively, hereby assumes the Assignor's duties and obligations under the October Registration Rights Agreement.

5. Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed by the parties hereto.

6. Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

9. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York.

10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11. Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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12. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

*[Signature Pages Follow]*

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IN WITNESS WHERETO, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**ASSIGNOR:**

**THE VÄRDE SKYWAY MASTER FUND, L.P.,**

By: The Värde Skyway Fund G.P., LLC, its General Partner

By: Värde Partners, L.P., its Managing Member

By: Värde Partners, Inc., its General Partner

By: /s/ Todd Jelen

Name: Todd Jelen

Title: Senior Managing Director

**ASSIGNEES:**

**THE VÄRDE SKYWAY MINI-MASTER FUND, L.P.,**

By: The Värde Skyway Fund G.P., LLC, its General Partner

By: Värde Partners, L.P., its Managing Member

By: Värde Partners, Inc., its General Partner

By: /s/ Todd Jelen

Name: Todd Jelen

Title: Senior Managing Director

**THE VÄRDE SKYWAY FUND, L.P.,**

By: The Värde Skyway Fund G.P., LLC, its General Partner

By: Värde Partners, L.P., its Managing Member

By: Värde Partners, Inc., its General Partner

By: /s/ Todd Jelen

Name: Todd Jelen

Title: Senior Managing Director

*[Signature page to Assignment and Assumption Agreement]*

## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between The Värde Skyway Master Fund, L.P. (the “Assignor”) and The Värde Skyway Mini-Master Fund, L.P. (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the Credit Agreement (including any guarantees included in the Credit Agreement) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: The Värde Skyway Master Fund, L.P.
2. Assignee: The Värde Skyway Mini-Master Fund, L.P.  
and is an Affiliate/Approved Fund of Värde Partners, Inc.
3. Borrower: Lilis Energy, Inc., a Nevada corporation
4. Administrative Agent: Wilmington Trust, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: Credit Agreement, dated as of April 26, 2017 among Lilis Energy, Inc., as Borrower, certain Subsidiaries of Borrower, as Guarantors, the Lenders party thereto, and Wilmington Trust, National Association, as Administrative Agent
6. Assigned Interest:

Facility	Aggregate Commitment/Loans for all Lenders	Amount of Commitment/ Loans Assigned	Applicable Percentage of Commitment/Loans
Delayed Draw	\$ 75,642,585.00	\$ 7,979,186.78	10.548537943%
Term Loan	\$ 33,717,744.00	\$ 3,556,729.27	10.548538686%
<b>Total</b>	<b>\$ 109,360,329.00</b>	<b>\$11,535,916.05</b>	<b>10.548538172%</b>

Effective Date: December 27, 2018

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The terms set forth in this Assignment and Assumption are hereby agreed to:

**ASSIGNOR:**

**THE VÄRDE SKYWAY MASTER FUND, L.P.,**

By: The Värde Skyway Fund G.P., LLC, its General  
Partner

By: Värde Partners, L.P., its Managing Member

By: Värde Partners, Inc., its General Partner

By: /s/ Todd Jelen

Name: Todd Jelen

Title: Senior Managing Director

**ASSIGNEE:**

**THE VÄRDE SKYWAY MINI-MASTER FUND, L.P.,**

By: The Värde Skyway Fund G.P., LLC, its General  
Partner

By: Värde Partners, L.P., its Managing Member

By: Värde Partners, Inc., its General Partner

By: /s/ Todd Jelen

Name: Todd Jelen

Title: Senior Managing Director

*Signature Page to Assignment and Assumption*

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Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Administrative Agent

By: /s/ Alisha M. Clendaniel

Title: Assistant Vice President

*Signature Page to Assignment and Assumption*

Credit Agreement dated as of April 26, 2017 among Lilis Energy, Inc., as Borrower, certain Subsidiaries of Borrower, as Guarantors, the Lenders party thereto and Wilmington Trust, National Association, as Administrative Agent.

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

Representations and Warranties.

Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any Collateral thereunder, (iii) the financial condition of the Borrower, any Subsidiary or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any Subsidiary or Affiliates or any other Person of any of their respective obligations under any Loan Document.

Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it is not an Ineligible Institution and satisfies all other requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. Further, the Assignee makes the Investment Representations, and agrees that such Investment Representations are made for the benefit of the Borrower.

Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the respective Assignees.

General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance

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and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Electronic System shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

## ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between The Värde Skyway Master Fund, L.P. (the “Assignor”) and The Värde Skyway Fund, L.P. (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the Credit Agreement (including any guarantees included in the Credit Agreement) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: The Värde Skyway Master Fund, L.P.
2. Assignee: The Värde Skyway Fund, L.P.  
and is an Affiliate/Approved Fund of Värde Partners, Inc.
3. Borrower: Lilis Energy, Inc., a Nevada corporation
4. Administrative Agent: Wilmington Trust, National Association, as the administrative agent under the Credit Agreement
5. Credit Agreement: Credit Agreement, dated as of April 26, 2017 among Lilis Energy, Inc., as Borrower, certain Subsidiaries of Borrower, as Guarantors, the Lenders party thereto, and Wilmington Trust, National Association, as Administrative Agent
6. Assigned Interest:

Facility	Aggregate Commitment/Loans for all Lenders	Amount of Commitment/ Loans Assigned	Applicable Percentage of Commitment/ Loans
Delayed Draw	\$ 75,642,585.00	\$1,854,349.22	2.451461991%
Term Loan	\$ 33,717,744.00	\$ 826,577.73	2.451462144%
<b>Total</b>	<b>\$109,360,329.00</b>	<b>\$2,680,926.95</b>	<b>2.451462038%</b>

Effective Date: December 27, 2018

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The terms set forth in this Assignment and Assumption are hereby agreed to:

**ASSIGNOR:**

**THE VÄRDE SKYWAY MASTER FUND, L.P.,**

By: The Värde Skyway Fund G.P., LLC, its General Partner

By: Värde Partners, L.P., its Managing Member

By: Värde Partners, Inc., its General Partner

By: /s/ Todd Jelen

Name: Todd Jelen

Title: Senior Managing Director

**ASSIGNEE:**

**THE VÄRDE SKYWAY FUND, L.P.,**

By: The Värde Skyway Fund G.P., LLC, its General Partner

By: Värde Partners, L.P., its Managing Member

By: Värde Partners, Inc., its General Partner

By: /s/ Todd Jelen

Name: Todd Jelen

Title: Senior Managing Director

*Signature Page of Assignment and Assumption*

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Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Administrative Agent

By: /s/ Alisha M. Clendaniel  
Title: Assistant Vice President

*Signature Page of Assignment and Assumption*

Credit Agreement dated as of April 26, 2017 among Lilis Energy, Inc., as Borrower, certain Subsidiaries of Borrower, as Guarantors, the Lenders party thereto and Wilmington Trust, National Association, as Administrative Agent.

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

Representations and Warranties.

Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any Collateral thereunder, (iii) the financial condition of the Borrower, any Subsidiary or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any Subsidiary or Affiliates or any other Person of any of their respective obligations under any Loan Document.

Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it is not an Ineligible Institution and satisfies all other requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. Further, the Assignee makes the Investment Representations, and agrees that such Investment Representations are made for the benefit of the Borrower.

Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the respective Assignees.

General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance

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and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Electronic System shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.