

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 4, 2020 (November 24, 2020)



Lilis Energy, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(state or other jurisdiction
of incorporation)

001-35330
(Commission File Number)

74-3231613
(IRS Employer
Identification No.)

1600 West 7th Street, Suite 400
Fort Worth, TX 76102
(Address of principal executive office, including zip code)

(817) 720-9585
Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

Securities registered pursuant to Section 12(b) of the Act: None.

Item 1.01 Entry Into Material Definitive Agreement.

As previously disclosed, on June 28, 2020, Lilis Energy, Inc., a Nevada corporation (the “Company”), and its consolidated subsidiaries Brushy Resources, Inc., ImPetro Operating LLC, ImPetro Resources, LLC, Lilis Operating Company, LLC and Hurricane Resources LLC (collectively, the “Filing Subsidiaries” and, together with the Company, collectively, the “Debtors”) filed voluntary petitions seeking relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) commencing cases for relief under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). In connection with the Chapter 11 Cases, on June 30, 2020, the Company entered into that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement (as amended on August 17, 2020, August 21, 2020, August 28, 2020, September 8, 2020, September 30, 2020, October 7, 2020, and October 30, 2020, the “DIP Credit Agreement”) with the Filing Subsidiaries, as guarantors, BMO Harris Bank N.A., as administrative agent (the “Administrative Agent”), and the lenders party thereto (the “Lenders”).

On November 24, 2020, the Company, the Filing Subsidiaries, the Administrative Agent and the Lenders entered into a Seventh Amendment (the “Seventh Amendment”) to the DIP Credit Agreement. The Seventh Amendment, among other things, amended the Scheduled Maturity Date (as defined in the DIP Credit Agreement) and certain provisions related to the repayment and prepayment of the Loans (as defined in the DIP Credit Agreement).

On December 2, 2020, the Company, the Filing Subsidiaries, the Administrative Agent and the Lenders entered into an Eighth Amendment (the “Eighth Amendment”) to the DIP Credit Agreement. The Eighth Amendment, among other things, amended the Scheduled Maturity Date (as defined in the DIP Credit Agreement).

The foregoing descriptions of the Seventh Amendment and the Eighth Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of the Seventh Amendment and Eighth Amendment, which are filed as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 1.03 Bankruptcy or Receivership.

As previously disclosed, on November 17, 2020, the Bankruptcy Court entered an order (the “Confirmation Order”), among other things, confirming the Modified Debtors’ First Amended Joint Liquidating Chapter 11 Plan [Docket No. 647] (as amended, modified or supplemented from time to time, the “Plan”). The Plan is attached to the Confirmation Order as Exhibit A. Capitalized terms used but not otherwise defined in the Current Report on Form 8-K have the meanings given to them in the Plan.

On December 4, 2020, all conditions precedent to the Plan’s effectiveness were satisfied or waived in accordance with the Plan (the “Effective Date”). Each of the Debtors has been dissolved and cease to exist, effective as of the Effective Date after the transfer of any remaining assets of their respective estates to the Liquidation Trust pursuant to the terms of the Plan, and all existing certificates of incorporation and by-laws will be cancelled, effective as of the Effective Date, and no new certificates of incorporation and by-laws will be necessary

As described in the Company’s Current Report on Form 8-K filed on November 16, 2020, the Debtors entered into a Purchase and Sale Agreement to sell substantially all of their Assets for a cash purchase price of \$46.6 million, subject to customary adjustments (the “Sale”), which sale closed on December 1, 2020. After the payment of certain claims on the Effective Date made in accordance with the terms of the Plan, remaining net cash proceeds from the Sale, together with any miscellaneous assets not sold pursuant to the Sale, including certain causes of action, have been contributed to the Liquidation Trust as part of the Liquidation Trust Assets. The Company’s notes, instruments, certificates, credit agreements, indentures and other documents evidencing Claims or Interests, and any Existing Equity Interests, including all outstanding shares of common and preferred stock of the Company, have been cancelled as of the Effective Date.

The foregoing description of the Plan is not complete and is qualified in its entirety by reference to the Plan and the Confirmation Order. The Confirmation Order, which includes the Plan attached as Exhibit A thereto, is attached to the Company’s Current Report on Form 8-K filed on November 23, 2020 as Exhibit 2.1 and is hereby incorporated by reference in this Item 1.03.

Item 4.01 Changes in Registrant’s Certifying Accountant.

On December 3, 2020, BDO USA, LLP (“BDO”) confirmed that our relationship with them as our independent registered public accounting firm has ceased. During the year ended December 31, 2019, and the subsequent interim period through December 3, 2020, there were no disagreements between the Company and BDO on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of BDO, would have caused BDO to make reference to the subject matter of the disagreement in their reports on the Company’s consolidated financial statements for such time period.

The Company provided BDO with a copy of this Current Report on Form 8-K and with the statements made herein. BDO furnished the attached letter addressed to the Company. The BDO letter is attached hereto as Exhibit 99.1.

Item 7.01 Regulation FD.

On December 2, 2020, the Company issued a press release announcing the closing of the sale of substantially all of the assets of the Debtors and the closing of the Sale, such press release furnished herewith as Exhibit 99.2.

Information regarding the Chapter 11 Cases is available for free on the website maintained by Stretto, located at <https://cases.stretto.com/LilisEnergy> or by calling (855) 364-4639 (Toll-Free) or (949) 266-6357 (Local).

The information contained in this Item 7.01 (including other information on the Chapter 11 cases on the above referenced website and in the press release filed as Exhibit 99.2) is furnished pursuant to this Item 7.01 and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liabilities of that Section, notwithstanding any general incorporation by reference language in other filings by the Company.

Item 9.01 Exhibits.

(d) Exhibits.

Exhibit Number	Description
<u>10.1</u>	<u>Seventh Amendment to Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of November 24, 2020, among Lilis Energy Inc., the guarantors party thereto, BMO Harris Bank N.A., as administrative agent, and the lenders party thereto.</u>
<u>10.2</u>	<u>Eighth Amendment to Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of December 2, 2020, among Lilis Energy Inc., the guarantors party thereto, BMO Harris Bank N.A., as administrative agent, and the lenders party thereto.</u>
<u>99.1</u>	<u>Letter, dated December 3, 2020 from BDO USA, LLP to Lilis Energy, Inc.</u>
<u>99.2</u>	<u>Press Release of the Company dated December 2, 2020.</u>

SIGNATURES

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

Lilis Energy, Inc.

Date: December 4, 2020 By: /s/ Thomas A. Howley

Thomas A. Howley
Liquidating Trustee for Lilis Energy, Inc. and its Affiliated Debtor Subsidiaries
under Liquidating Trust Agreement dated November 24, 2020

SEVENTH AMENDMENT TO SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This SEVENTH AMENDMENT TO SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "Agreement") dated as of November 24, 2020, is among Lilis Energy Inc., a Nevada corporation (the "Borrower"), certain Subsidiaries of the Borrower (the "Guarantors"), BMO Harris Bank N.A. ("BMO"), as Administrative Agent for the Lenders, and the other Lenders from time to time party hereto.

Recitals

- A. WHEREAS, the Borrower, the Guarantors, the Lenders party thereto and the Administrative Agent are parties to that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.
- B. WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders constituting the Majority Lenders enter into this Amendment to, among other things, grant an extension of certain Chapter 11 Milestones as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 Defined Terms. Each capitalized term which is defined in the Credit Agreement, but which is not defined in this Agreement, shall have the meaning ascribed to such term in the Credit Agreement.

Section 2 Amendments. Subject to the occurrence of the Effective Date, the following amendments to the Credit Agreement shall be made:

2.1 Amendment to Section 1.02. Section 1.02 of the Credit Agreement is hereby amended by amending and restating the following defined term in its entirety as follows:

"Scheduled Maturity Date" means December 2, 2020.

2.2 Amendment to Section 3.01. Section 3.01 of the Credit Agreement is hereby amended by replacing the phrase "The Borrower hereby" with the phrase "Subject to Section 3.04(e), the Borrower hereby".

2.3 Amendments to Section 3.04.

(a) Section 3.04(a) of the Credit Agreement is hereby amended by replacing the phrase "The Borrower shall" with the phrase "Subject to Section 3.04(e), the Borrower shall".

(b) Section 3.04(c)(ii)(A) of the Credit Agreement is hereby amended by (i) adding the phrase "(including, Net Proceeds received in connection with an Approved Sale)" immediately after the phrase "ordinary course of business pursuant to Section 9.11" and (ii) replacing the phrase "the Refinanced Loans and second, if any amount is remaining, the New Money Loans" with the phrase "the New Money Loans and second, if any amount is remaining, the Refinanced Loans".

(c) Section 3.04(c)(iv) of the Credit Agreement is hereby amended by replacing the phrase “ratably to the Loans” with the phrase “first, ratably to the New Money Loans and second, ratably to the Refinanced Loans”.

(d) The following new Section 3.04(e) is added to the end of Section 3.04:

(e) Application of Repayments and Prepayments. Notwithstanding anything in this Agreement to the contrary, upon (i) any repayment of Loans pursuant to Section 3.01 or (ii) prepayment of Loans pursuant to Section 3.04, any such repayment or prepayment shall be applied, (i) first, *pro rata* to the payment of accrued interest of the New Money Loans, (ii) second, if any amount is remaining, *pro rata* to the payment of principal outstanding on the New Money Loans, (iii) third, if any amount is remaining, *pro rata* to the payment of accrued interest on the Refinanced Loans and (iv) fourth, if any amount is remaining, *pro rata* to the prepayment of principal outstanding on the Refinanced Loans.

Section 3 Conditions Precedent to Effective Date. This Agreement shall become effective on the date (such date, the “Effective Date”) when each of the following conditions is satisfied (or waived) in accordance with the terms herein:

3.1 The Administrative Agent shall have received from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders, counterparts of this Agreement signed on behalf of such Persons.

3.2 As of the Effective Date, after giving effect to this Agreement, (a) the representations and warranties of each Loan Party set forth in the Credit Agreement and in each other Loan Document shall be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct), except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct) as of such earlier date and (b) no Default or Event of Default shall have occurred and be continuing.

Each party hereto hereby authorizes and directs the Administrative Agent to declare this Agreement to be effective (and the Effective Date shall occur) when it has received documents confirming or certifying, to the reasonable satisfaction of the Administrative Agent, compliance with the conditions set forth in this Section 3. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes.

Section 4 Miscellaneous.

4.1 Limitation of Waivers and Amendments. Nothing contained in this Agreement shall directly or indirectly in any way whatsoever, except as set forth herein, amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument.

4.2 Confirmation. The provisions of the Credit Agreement and each Loan Document shall remain in full force and effect following the Effective Date.

4.3 Ratification and Affirmation; Representations and Warranties. Each of the Guarantors and the Borrower certifies to the Lenders, on the Effective Date, as applicable, that, after giving effect to this Agreement and the amendments and transactions occurring on the Effective Date, (a) the representations

and warranties of each Loan Party set forth in the Credit Agreement and in each other Loan Document are true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty are true and correct), except to the extent such representations and warranties expressly relate to an earlier date, in which case they are true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty are true and correct) as of such earlier date and (b) no Default or Event of Default has occurred and is continuing.

4.4 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. Without limiting the generality of the foregoing, the Borrower hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Borrower and its Subsidiaries, electronic images of this Agreement or any other Loan Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Loan Documents based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages thereto.

4.5 No Oral Agreement. This Agreement, the Credit Agreement, the other Loan Documents and any separate letter agreement with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreement and understandings, oral or written, relating to the subject matter hereof and thereof. THIS AGREEMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

4.6 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4.7 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

4.8 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of

the remaining provisions hereof or thereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

4.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in accordance with Section 12.04 of the Credit Agreement.

4.10 Loan Documents. This Agreement is a Loan Document.

[Signature Pages Follow]

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

BORROWER:

LILIS ENERGY, INC.

By: /s/ Joseph C. Daches

Name: Joseph C. Daches

Title: Chief Executive Officer, President and Chief Financial Officer

GUARANTORS:

BRUSHY RESOURCES, INC.

HURRICANE RESOURCES LLC

IMPETRO OPERATING LLC

LILIS OPERATING COMPANY, LLC

IMPETRO RESOURCES, LLC

Each By: /s/ Joseph C. Daches

Name: Joseph C. Daches

Title: Chief Executive Officer, President and Chief Financial Officer

[Seventh Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement]

ADMINISTRATIVE AGENT:

BMO HARRIS BANK N.A.,
as Administrative Agent, and a Lender

By:
Guzmann
Name:
Title:

/s/ Melissa

Melissa Guzmann
Director

[Seventh Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement]

LENDERS:

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: _____
Robinson
Name:
Robinson
Title:
President

/s/ Michael P.

Michael P.
Senior Vice

[Seventh Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement]

By:
Siffer
Name: _____
Title:
Signatory

/s/ Didier

Didier Siffer
Authorized

By:
Kane
Name: _____
Title:
Signatory

/s/ Megan

Megan Kane
Authorized

[Seventh Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement]

EIGHTH AMENDMENT TO SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This EIGHTH AMENDMENT TO SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "Agreement") dated as of December 2, 2020, is among Lilis Energy Inc., a Nevada corporation (the "Borrower"), certain Subsidiaries of the Borrower (the "Guarantors"), BMO Harris Bank N.A. ("BMO"), as Administrative Agent for the Lenders, and the other Lenders from time to time party hereto.

Recitals

A. WHEREAS, the Borrower, the Guarantors, the Lenders party thereto and the Administrative Agent are parties to that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement dated as of June 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.

B. WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders constituting the Majority Lenders enter into this Amendment to, among other things, grant an extension of certain Chapter 11 Milestones as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 Defined Terms. Each capitalized term which is defined in the Credit Agreement, but which is not defined in this Agreement, shall have the meaning ascribed to such term in the Credit Agreement.

Section 2 Amendment. Subject to the occurrence of the Effective Date, the following amendment to the Credit Agreement shall be made:

2.1 Amendment to Section 1.02. Section 1.02 of the Credit Agreement is hereby amended by amending and restating the following defined term in its entirety as follows:

"Scheduled Maturity Date" means December 7, 2020.

Section 3 Conditions Precedent to Effective Date. This Agreement shall become effective on the date (such date, the "Effective Date") when each of the following conditions is satisfied (or waived) in accordance with the terms herein:

3.1 The Administrative Agent shall have received from the Borrower, each Guarantor, and Lenders constituting the Majority Lenders, counterparts of this Agreement signed on behalf of such Persons.

3.2 As of the Effective Date, after giving effect to this Agreement, (a) the representations and warranties of each Loan Party set forth in the Credit Agreement and in each other Loan Document shall be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty shall be true and correct), except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty

shall be true and correct) as of such earlier date and (b) no Default or Event of Default shall have occurred and be continuing.

Each party hereto hereby authorizes and directs the Administrative Agent to declare this Agreement to be effective (and the Effective Date shall occur) when it has received documents confirming or certifying, to the reasonable satisfaction of the Administrative Agent, compliance with the conditions set forth in this Section 3. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes.

Section 4 Miscellaneous.

4.1 Limitation of Waivers and Amendments. Nothing contained in this Agreement shall directly or indirectly in any way whatsoever, except as set forth herein, amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument.

4.2 Confirmation. The provisions of the Credit Agreement and each Loan Document shall remain in full force and effect following the Effective Date.

4.3 Ratification and Affirmation; Representations and Warranties. Each of the Guarantors and the Borrower certifies to the Lenders, on the Effective Date, as applicable, that, after giving effect to this Agreement and the amendments and transactions occurring on the Effective Date, (a) the representations and warranties of each Loan Party set forth in the Credit Agreement and in each other Loan Document are true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty are true and correct), except to the extent such representations and warranties expressly relate to an earlier date, in which case they are true and correct in all material respects (unless already qualified by materiality in which case such applicable representation and warranty are true and correct) as of such earlier date and (b) no Default or Event of Default has occurred and is continuing.

4.4 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. Without limiting the generality of the foregoing, the Borrower hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Borrower and its Subsidiaries, electronic images of this Agreement or any other Loan Documents (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (ii) waives any argument, defense or right to contest the validity or enforceability of the Loan Documents based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages thereto.

4.5 No Oral Agreement. This Agreement, the Credit Agreement, the other Loan Documents and any separate letter agreement with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreement and understandings, oral or written, relating to the subject matter hereof and thereof. THIS AGREEMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

4.6 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4.7 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

4.8 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

4.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in accordance with Section 12.04 of the Credit Agreement.

4.10 Loan Documents. This Agreement is a Loan Document.

[Signature Pages Follow]

BORROWER:

LILIS ENERGY, INC.

By: /s/ Joseph C. Daches

Name: Joseph C. Daches

Title: Chief Executive Officer, President and Chief Financial Officer

GUARANTORS:

BRUSHY RESOURCES, INC.

HURRICANE RESOURCES LLC

IMPETRO OPERATING LLC

LILIS OPERATING COMPANY, LLC

IMPETRO RESOURCES, LLC

Each By: /s/ Joseph C. Daches

Name: Joseph C. Daches

Title: Chief Executive Officer, President and Chief Financial Officer

ADMINISTRATIVE AGENT:

BMO HARRIS BANK N.A.,
as Administrative Agent, and a Lender

By:
Guzmann
Name:
Title:

/s/ Melissa

Melissa Guzmann
Director

[Eighth Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement]

LENDERS:

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: _____
Robinson
Name:
Robinson
Title:
President

/s/ Michael P.

Michael P.

Senior Vice

[Eighth Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement]

By:
Siffer
Name: _____
Title:
Signatory

/s/ Didier

Didier Siffer
Authorized

By:
Kane
Name: _____
Title:
Signatory

/s/ Megan

Megan Kane
Authorized

[Eighth Amendment to Senior Secured Super-Priority Debtor-In-Possession Credit Agreement]

Exhibit 99.1

Tel: 214-969-7007
Fax: 214-953-0722
www.bdo.com

600 North Pearl, Suite 1700
Dallas, TX 75201



December 3, 2020

Mr. Michael Long, Audit Committee Chair
Mr. Joseph Daches, Chief Executive Officer, President and Chief Financial Officer
Lilis Energy, Inc.
1600 West 7th Street, Suite 400
Fort Worth, TX 76102

Dear Mr. Long and Mr. Daches:

This is to confirm that the client-auditor relationship between Lilis Energy, Inc. (Commission File Number 001-35330) and BDO USA, LLP has ceased.

Sincerely,

/s/ BDO USA, LLP

BDO USA, LLP

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Lilis Energy, Inc. Announces Closing of Asset Sale, Expected Effective Date of its Liquidating Chapter 11 Plan and Suspension of SEC Reporting

FORT WORTH, TEXAS – December 2, 2020 - Lilis Energy, Inc. (OTC: LLEXQ) (the “Company”), an exploration and development company operating in the Permian Basin of West Texas and Southeastern New Mexico, today announced the closing of the sale of substantially all of the assets of the Company and its filing subsidiaries to Ameredev Texas, LLC (“Ameredev”) pursuant to a previously disclosed Bankruptcy Court-approved purchase and sale agreement (the “Sale”). As a result, the Company expects that the Effective Date of the Plan will occur within the next several days.

All net proceeds from the Sale not distributed on the Effective Date pursuant to the Plan, and any miscellaneous assets not sold pursuant to the purchase and sale agreement or otherwise provided for in the Plan will be contributed to a liquidation trust in accordance with the Plan. Pursuant to the Plan, the Company’s notes, instruments, certificates, credit agreements, indentures and other documents evidencing creditor claims or equity interests, including all outstanding shares of common and preferred stock of the Company, will be cancelled as of the Effective Date. Each of the Company and its filing subsidiaries will be dissolved and cease to exist on the Effective Date.

In connection with the dissolution of the Company, the Company will file an appropriate form with the U.S. Securities and Exchange Commission to suspend filing periodic or current reports with the SEC.

Information regarding the Chapter 11 process of the Company and its filing subsidiaries is available for free on the website maintained by Stretto, located at <https://cases.stretto.com/LilisEnergy> or by calling (855) 364-4639 (Toll-Free) or (949) 266-6357 (Local).

Vinson & Elkins LLP served as legal advisor to the Company, Barclays Capital served as investment banker for the Company, and Opportune LLP served as restructuring advisor to the Company. Bracewell LLP served as legal advisor to Ameredev.

Forward-Looking Statements:

This news release contains “forward-looking statements” within the meaning of the safe harbor provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are not statements of historical facts and often contain words such as “may,” “will,” “expect,” “believe,” “anticipate,” “plan,” “estimate,” “seek,” “could,” “should,” “intend,” “potential,” or words of similar meaning. Forward-looking statements are based on management’s current expectations, beliefs, assumptions and estimates regarding the Company satisfying or obtaining waivers of the conditions precedent to the effectiveness of the Plan. The satisfaction or obtaining waivers of these conditions precedent to effectiveness of the Plan are subject to significant risks, uncertainties, and assumptions that are difficult to predict and could cause actual results or timing to differ materially and adversely from those expressed or implied in the forward-looking statements. Additional factors, events, or uncertainties that may emerge from time to time, or those that the Company currently deems to be immaterial, could cause its actual results to differ, and it is not possible for the Company to predict all of them. The Company makes forward-looking statements based on currently available information, and it assumes no obligation to, and expressly disclaim any obligation to, update or revise publicly any forward-looking statements made in this report, whether as a result of new information, future events or otherwise, except as required by law.