

**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): **March 2, 2011**

BERRY PETROLEUM COMPANY

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

1-9735
(Commission File
Number)

77-0079387
(I.R.S. Employer Identification No.)

1999 Broadway, Suite 3700, Denver, Colorado
(Address of Principal Executive Offices)

80202
(Zip Code)

Registrant's telephone number, including area code: **(303) 999-4400**

(Former name or former address, if changed since last report)

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))

Item 1.01. Entry into a Material Definitive Agreement

The information included in Item 5.02 of this Report is hereby incorporated by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On March 2, 2011, the Board of Directors of Berry Petroleum Company (Company) approved the following:

· A form of Stock Award Agreement for Restricted Stock Unit Grants which are being used for all Restricted Stock Unit Grants issued under the Company's 2005 Equity Compensation Plan to Berry's Directors (Stock Award Agreement — Directors). The Stock Award Agreement - Directors amends and restates the Amended and Restated Stock Award Agreement filed with the SEC as Exhibit 99.1 on Form 8-K on December 17, 2007. The 2005 Equity Compensation Plan was filed with the SEC on Form S-8 on July 29, 2005. The information contained in the Stock Award Agreement — Directors form is incorporated herein by reference and furnished as Exhibit 10.1.

· A form of Stock Award Agreement for Restricted Stock Unit Grants which are being used for all Restricted Stock Unit Grants issued under the Company's 2010 Equity Compensation Plan to Berry's employees (Restricted Stock Unit Agreement — Employees). The Restricted Stock Unit Agreement — Employees amends and restates the Form of Restricted Stock Unit Agreement filed with the SEC as Exhibit 4.4 to the Company's Form S-8 on June 23, 2010. The 2010 Equity Compensation Plan was filed with the SEC on Form S-8 filed on June 23, 2010. The information contained in the Restricted Stock Unit Agreement — Employees form is incorporated herein by reference and furnished as Exhibit 10.2.

· A form of Stock Award Agreement for Restricted Stock Unit Grants which are being used for all Restricted Stock Unit Grants issued under the Company's 2010 Equity Compensation Plan to the Company's Officers (Restricted Stock Unit Agreement — Officers). The Restricted Stock Unit Agreement — Officers amends and restates the Form of Restricted Stock Unit Award Agreement—Officers filed with the SEC as Exhibit 99.2 on Form 8-K on November 17, 2010. The information contained in the Restricted Stock Unit Agreement — Officers form is incorporated herein by reference and furnished as Exhibit 10.3.

A form of Stock Option Award Agreement for all Stock Options issued under Berry's 2010 Equity Compensation Plan to the Company's Officers and employees (Stock Option Award Agreement). The Stock Option Award Agreement amends and restates the Form of Stock Option Agreement filed with the SEC as Exhibit 4.7 to the Company's Form S-8 on June 23, 2010. The information contained in the Stock Option Award Agreement form is incorporated herein by reference and furnished as Exhibit 10.4

On March 2, 2011, the Company's Board of Directors and the Compensation Committee adopted a 2011 Performance Share Award Program (2011 PSAP) under the Company's 2010 Equity Incentive Plan. The 2011 PSAP is intended to provide an annual incentive opportunity based on the overall success of the Company over a three year period beginning in 2011 by awarding a portion of a senior executive's long term incentive compensation in the form of performance based restricted stock unit awards. In compliance with the tax requirements for deductibility of performance-based compensation, the maximum PSAP award granted to any named executive officer (as set forth in Item 402 of Regulation S-K) is determined based on objective performance criteria.

Each award under the 2011 PSAP shall have an initial value established by the Committee at the time of the grant. Subject to the 2010 Equity Incentive Plan and the applicable award agreement, after the applicable performance period has ended, the holder of an award shall be entitled to receive, provided that the holder is then employed by the Company (subject to certain exceptions set forth below), a payout of restricted stock units, equal to the predetermined initial value

2

but subject to the Compensation Committee's discretion to reduce, but not increase, any such award, as provided below. Payment of restricted stock units earned under the 2011 PSAP, if any, shall be made in accordance with the terms and conditions of the applicable award agreement.

At its meeting, the Board and Compensation Committee established the period 2011-2013 performance target that at all times during the period, the Company must maintain an interest coverage ratio (defined as the consolidated coverage ratio from our Senior Subordinated Notes and Senior Notes, which is commonly described as EBITDA/Interest Paid) that is no less than 2.5 (Coverage Ratio Test). The Coverage Ratio Test was chosen by the Compensation Committee to be based upon controllable performance factors and to align with our shareholders' interests. If the Company has not met the Coverage Ratio Test, no shares will be issued under the 2011 PSAP.

Assuming the Coverage Ratio Test is met, the Compensation Committee will have the discretion to reduce, but not increase, the number of awards granted under the 2011 PSAP based upon certain performance measures (PM) for the Company as a whole. The PM is based on two equally weighted performance factors — Total Shareholder Return as compared to the peer group for years 2011 — 2013 (TSR) and compounded annual Production Growth as measured by average annual barrels of oil equivalent per day (BOE/D) (excluding acquisitions and divestitures) for years 2011-2013 (PG). If the TSR is below the 75th percentile of the peer group or the PG is below 53,700/BOE/D, the Compensation Committee intends to reduce the number of awards proportionately. If the TSR is below the 25th percentile of the peer group or if the PG is below 41,100 BOE/D, the Compensation Committee intends to eliminate the applicable PSAP awards. Additionally, the Compensation Committee may adjust the PM if any of the following events occur during the relevant performance period: production gains and losses based on the purchase or sale of assets; extreme price volatility; impairment of assets and/or counterparty failures beyond management control; natural disasters; legislative actions taken which negatively affect operations or results; changes in accounting or tax rules which significantly affect outcomes; and any extraordinary, unusual or non-recurring items. A form of Award Grant under the Performance Share Award Program for selected officers of the Company is incorporated herein by reference and furnished as Exhibit 10.5

The following maximum number of restricted share units to be issued under the 2011 PSAP to the named executive officers upon the Company's successful achievement of the Coverage Ratio Test was established as follows:

Named Executive Officer	2011 - 2013 PSAP Award
Robert F. Heinemann President and Chief Executive Officer	25,257
Michael Duginski Executive Vice President and Chief Operating Officer	11,275
David D. Wolf Executive Vice President and Chief Financial Officer	10,824
G. Timothy Crawford Senior Vice President of California Production	5,637
Davis O. O'Connor Vice President, General Counsel and Corporate Secretary	4,510

3

The Compensation Committee anticipates that if the Company should achieve a TSR equal to the 50th percentile of the peer group and the PG is at 47,100 BOE/D (each a Target), then Mr. Heinemann would actually receive 14,432, Mr. Duginski would actually receive 6,443, Mr. Wolf would actually receive 6,185, Mr. Crawford would actually receive 3,221 and Mr. O'Connor would actually receive 2,577 restricted share units under the 2011 PSAP.

Upon the death or disability of Mr. Heinemann, Mr. Wolf or Mr. Duginski, the award granted under the PSAP shall fully vest at the Target level and shall be paid in full. Upon the death or disability of Mr. Crawford or Mr. O'Connor, or the other officers receiving 2011 PSAP awards, the award granted to such named executive officer under the PSAP shall (1) immediately vest based on the pro-rata amount of time that has lapsed since the commencement of the performance period, in this case January 1, 2011, and the date of death or disability; and (2) shall be paid in full at the Target levels. Upon a Change in Control of the Company, as defined in the 2011 PSAP, all awards to the named executive officers shall immediately vest and shall be paid in full at the Target levels. In the event Mr. Heinemann is involuntarily terminated without cause or terminates his employment for good reason, as set forth in his employment agreement, the award granted to him under the 2011 PSAP will be (1) fully vested, (2) paid when all other awards are paid, and (3) based on our actual

performance. The Award Grants under the Performance Share Award Program for Mr. Heinemann, Mr. Duginski and Mr. Wolf are incorporated herein by reference and furnished as Exhibits 10.6, 10.7, and 10.8, respectively.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

- Exhibit 10.1. Form of Stock Award Agreement — Directors
- Exhibit 10.2. Form of Restricted Stock Unit Agreement — Employees
- Exhibit 10.3. Form of Restricted Stock Unit Agreement — Officers
- Exhibit 10.4. Form of Stock Option Award Agreement
- Exhibit 10.5. Form of Award Grant under the Performance Share Award Program for select officers of the Company.
- Exhibit 10.6. Award Grant under the Performance Share Award Program to Robert H. Heinemann
- Exhibit 10.7. Award Grant under the Performance Share Award Program to Michael Duginski
- Exhibit 10.8. Award Grant under the Performance Share Award Program to David D. Wolf

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.

BERRY PETROLEUM COMPANY

By: /s/ Davis O. O'Connor
Davis O. O'Connor
Corporate Secretary

Date: March 4, 2011

**BERRY PETROLEUM COMPANY
2005 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

DIRECTORS

Unless otherwise defined herein, the terms defined in the Berry Petroleum Company 2005 Equity Incentive Plan shall have the same defined meanings in this Restricted Stock Unit Award Agreement.

I. NOTICE OF RESTRICTED STOCK UNIT GRANT

You have been granted restricted Stock Units, subject to the terms and conditions of the Plan and this Restricted Stock Unit Award Agreement, as follows:

Name of Awardee:

Total Number of Stock Units Granted:

Grant Date: March 2, 2011

II. AGREEMENT

A. Grant of Stock Units. Pursuant to the terms and conditions set forth in this Restricted Stock Unit Award Agreement (including Section I above) and the Plan, the Administrator hereby grants to the Awardee named in Section I above, on the Grant Date set forth in Section I above, the number of Stock Units set forth in Section I above.

B. Purchase of Stock Units. No payment of cash is required for the Stock Units.

C. Vesting/Delivery of Shares.

(1) Vesting.

(2) Form of Delivery.

The granted Stock Units are payable in ordinary shares of Common Stock. This distribution may be made either as a single lump sum transfer of shares or through the transfer of shares in five substantially equal annual installments. Subject to the provisions of this Restricted Stock Unit Award Agreement, the Awardee shall elect the form in which the distribution shall be made and the applicable Transfer Commencement Date in the form and manner prescribed by the Administrator pursuant to the requirements of Section 409A of the Code (the "Payment Election"). If the Administrator has not received the Awardee's Payment Election by the applicable

1

deadline, then the Awardee shall receive the Stock Units in a single lump sum payment within 60 days following the Vesting Date.

(3) General Provisions Regarding Timing of Delivery.

Except as specifically set forth in this Restricted Stock Unit Award Agreement, distribution of shares subject to this award of Stock Units shall commence on the Transfer Commencement Date in the following form:

(i) in a single lump sum transfer of shares; or

(ii) if elected by the Awardee pursuant to a Payment Election in accordance with Section II.C.(2), in a series of five substantially equal annual installments commencing on the Transfer Commencement Date and continuing on the four succeeding anniversaries of such Transfer Commencement Date;

provided, however, that no distribution of shares shall occur prior to the Vesting Date.

(4) Circumstances Requiring Distributions Regardless of Payment Election:

(i) Death Prior to Distribution of Entire Account

Notwithstanding any Payment Election to the contrary, if the Awardee dies prior to the transfer of all of the shares to which he is entitled pursuant to this Restricted Stock Unit Award Agreement, then any shares that have not been transferred as of the date of the Awardee's death will be transferred in a single lump sum to the Awardee's beneficiary under the terms of Section 18 of the Plan. If no such beneficiary has been designated, then any such shares shall be transferred to the Awardee's estate. Such transfer shall occur on the date that is 60 days after the date of the Awardee's death.

(ii) Disability Prior to Distribution of Entire Account

Notwithstanding any Payment Election to the contrary, if, as a result of his Disability, the Awardee separates from service prior to the transfer of all of the shares to which he is entitled pursuant to this Restricted Stock Unit Award Agreement, then any shares that have not been transferred as of the date of the Awardee's Disability will be transferred in a single

lump sum to the Awardee. Such transfer shall occur on the date that is 60 days after the Awardee's separation from service due to Disability.

(iii) Change in Control

Notwithstanding any Payment Election to the contrary, all undistributed shares associated with this Restricted Stock Unit

2

Award Agreement shall be transferred to the Awardee in a single lump sum on the fifth business day following the date of the Change in Control.

(5) Delayed Distribution to Specified Employees.

If the Awardee is identified by the Company as a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date on which he has a Separation from Service (other than due to death), any transfer of shares payable on account of a Separation from Service shall not take place prior to the earlier of (i) the first business day following the expiration of six months from the Awardee's Separation from Service, (ii) the date of the Awardee's death, or (iii) such earlier date as complies with the requirements of Section 409A of the Code (the "Specified Employee Transfer Date"). If the Awardee elected to receive his distribution in a series of installments, he shall receive the first installment on his Specified Employee Transfer Date, but any subsequent installments shall be payable without regard to his status as a specified employee.

(6) Definitions:

(i) The term "Disability" has the meaning set forth in Treasury Regulation section 1.409A-3(i)(4) of the and shall be determined by the Administrator in its sole discretion.

(ii) The term "Payment Election" shall have the meaning set forth in Section II.C.(2) hereof.

(iii) The term "Transfer Commencement Date" shall mean (1) if no valid Payment Election has been made, the Vesting Date or (2) if a valid Payment Election has been made, the earlier of (a) the fifth business day of January of the year selected by Awardee pursuant to the Payment Election (but not prior to the year following the date all Stock Units are scheduled to become fully vested), (b) the fifth business day of January of the year following the Awardee's Separation from Service or (c) the date set forth in Section II.C.(4).

(iv) The term "Separation from Service" shall mean a "separation from service" within the meaning of Treasury Regulation section 1.409A-1(h).

D. No Interest in Company Assets. The Awardee shall not have any interest in any fund or specific asset of the Company by reason of the Stock Units.

E. No Rights as a Stockholder Prior to Delivery. The Awardee shall not have any right, title or interest in, or be entitled to vote in respect of, or otherwise be considered the owner of, any of the shares of Common Stock covered by the Stock Units. Except as provided for in subsection F below, the Awardee shall not be entitled to receive distributions from the shares of Common Stock covered by the Stock Units.

F. Dividend Equivalents. The Awardee will be entitled to receive a cash payment equal to the dividends paid with respect to Common Stock covered by the Stock Units, payable

3

in the same amount and at the same time as dividends on Common Stock are paid to any other stockholder.

G. Regulatory Compliance. The issuance of Common Stock pursuant to this Restricted Stock Unit Award Agreement shall be subject to full compliance with all applicable requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Common Stock may be listed or traded.

H. Withholding Tax. The Company's obligation to deliver any Shares upon vesting of Stock Units shall be subject to the satisfaction of all applicable federal, state, local and foreign income, and employment tax withholding requirements. The Awardee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Awardee's salary) in cash. At the Administrator's election, the Awardee may pay the withholding amount with Shares; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates.

I. Plan. This Restricted Stock Unit Award Agreement is subject to all of the terms and provisions of the Plan, receipt of a copy of which is hereby acknowledged by the Awardee. The Awardee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Administrator upon any questions arising under the Plan and this Restricted Stock Unit Award Agreement.

J. Successors. This Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

K. Restrictions on Transfer. Except as set otherwise provided for in subsection J above, and the Plan, the Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise. No right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit

hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. Any assignment in violation of this subsection K shall be void.

L. Restrictions on Resale. The Awardee agrees not to sell any Shares that have been issued pursuant to the vested Stock Units at a time when Applicable Laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Awardee is a Service Provider and for such period of time after the Awardee's Termination of Service as the Administrator may specify.

M. Tax Compliance Issues.

The Company, in its sole discretion, may take any steps that it deems appropriate or necessary to satisfy its state and federal tax withholding obligations in connection with this award of Stock Units.

This Restricted Stock Unit Award Agreement shall be interpreted and operated in a manner consistent with Section 409A of the Code, so as to avoid adverse tax consequences in connection with this award of Stock Units. The Company reserves the right, exercisable in its sole discretion and without the Awardee's consent, to amend the Plan and this Restricted Stock Unit Award Agreement in order to accomplish such result.

N. Entire Agreement; Governing Law. This Restricted Stock Unit Award Agreement, the Plan and the Payment Election constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, and, except as provided in subsection M above, may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee. This Restricted Stock Unit Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

O. NO GUARANTEE OF CONTINUED SERVICE. THE AWARDEE ACKNOWLEDGES AND AGREES THAT THIS RESTRICTED STOCK UNIT AWARD AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH AWARDEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE AWARDEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Awardee's signature and the signature of the Company's representative below, the Awardee and the Company agree that this Award is granted under and governed by the terms and conditions of this Restricted Stock Unit Award Agreement and the Plan. The Awardee has reviewed this Restricted Stock Unit Award Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Restricted Stock Unit Award Agreement and fully understands all provisions of this Restricted Stock Unit Award Agreement and the Plan. The Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to this Restricted Stock Unit Award Agreement and the Plan.

The Awardee further agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Awardee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

[Signature page follows]

AWARDEE:

Signature: _____
Printed Name: _____

BERRY PETROLEUM COMPANY

Signature: _____
Printed Name: _____
Title: _____

**BERRY PETROLEUM COMPANY
2010 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

Unless otherwise defined herein, the terms defined in the Berry Petroleum Company 2010 Equity Incentive Plan shall have the same defined meanings in this Restricted Stock Unit Award Agreement.

I. NOTICE OF RESTRICTED STOCK UNIT GRANT

You have been granted restricted Stock Units, subject to the terms and conditions of the Plan and this Restricted Stock Unit Award Agreement, as follows:

Name of Awardee:

Total Number of Stock Units Granted:

Grant Date:

Vesting Schedule: Twenty-five percent of the award of Stock Units shall vest on each of the four successive anniversaries of the Grant Date.

II. AGREEMENT

A. Grant of Stock Units. Pursuant to the terms and conditions set forth in this Restricted Stock Unit Award Agreement (including Section I above) and the Plan, the Administrator hereby grants to the Awardee named in Section I above, on the Grant Date set forth in Section I above, the number of Stock Units set forth in Section I above.

B. Purchase of Stock Units. No payment of cash is required for the Stock Units.

C. Vesting/Delivery of Shares. The Awardee shall vest in the granted Stock Units in accordance with the vesting schedule provided for in Section I above. Within 60 days following the date on which the Awardee becomes vested in a Stock Unit, the Company shall deliver to the Awardee one share of Common Stock for each Stock Unit the Awardee becomes vested in, net of any Shares withheld, if any, for tax obligations as noted in subsection J below. In addition, the Stock Units become vested in full if the Company is subject to a Change in Control before the Awardee's Termination of Service, and the Awardee is subject to an Involuntary Termination (defined below) within 12 months after the Change in Control. The Stock Units may also vest in accordance with subsection N below.

D. The term "Involuntary Termination" shall mean the Awardee's Termination of Service by reason of: (i) the involuntary discharge of the Awardee by the Company (or the Affiliate employing him or her) for reasons other than Cause (defined below); or (ii) the voluntary resignation of the Awardee following (A) a material adverse change in his or her title, stature, authority or responsibilities with the Company (or the Affiliate employing him or her),

(B) a material reduction in his or her base salary or annual bonus opportunity or (C) receipt of notice that his or her principal workplace will be relocated by more than 50 miles. The term "Cause" shall mean any of the following acts or omissions on the part of the Awardee: any act of dishonesty, any disclosure of confidential information, negligence or misconduct, failure to perform duties to the standards required by the Company (or the Affiliate employing him or her) or neglect of his or her duties, as determined in the Administrator's sole and absolute discretion, any illegal act, drug, alcohol or other substance abuse, or any act or omission which has an adverse effect on the Company or any Affiliate's reputation or business operations.

E. Forfeiture of Stock Units. The unvested Stock Units shall automatically be forfeited upon the Awardee's Termination of Service unless the Administrator determines otherwise in writing. The Awardee's termination of employment shall not constitute a Termination of Service if the Awardee continues to have the status of a Service Provider under the Plan as a Director.

F. No Interest in Company Assets. The Awardee shall not have any interest in any fund or specific asset of the Company by reason of the Stock Units.

G. No Rights as a Stockholder Prior to Delivery. The Awardee shall not have any right, title or interest in, or be entitled to vote in respect of, or otherwise be considered the owner of, any of the shares of Common Stock covered by the Stock Units. The Awardee shall not be entitled to receive distributions from the shares of Common Stock covered by the Stock Units.

H. Dividend Equivalents. The Awardee will be entitled to receive a cash Dividend Equivalent payment with respect to Common Stock covered by vested Stock Units, payable at the same time as cash dividends on Common Stock are paid to other Company stockholders. No Dividend Equivalents shall be paid with respect to unvested Stock Units.

I. Regulatory Compliance. The issuance of Common Stock pursuant to this Restricted Stock Unit Award Agreement shall be subject to full compliance with all applicable requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Common Stock may be listed or traded.

J. Withholding Tax. The Company's obligation to deliver any Shares upon vesting of Stock Units shall be subject to the satisfaction of all applicable federal, state, local and foreign income, and employment tax withholding requirements. The Awardee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Awardee's salary) in cash. At the Administrator's election, the Awardee may pay the withholding amount with Shares; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates.

K. Plan. This Restricted Stock Unit Award Agreement is subject to all of the terms and provisions of the Plan, receipt of a copy of which is hereby acknowledged by the Awardee. The Awardee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Administrator upon any questions arising under the Plan and this Restricted Stock Unit Award Agreement.

2

L. Successors. This Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

M. Restrictions on Transfer. Except as otherwise provided for in Subsection L above, and the Plan, the Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise. No right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. Any assignment in violation of this Subsection M shall be void.

N. Change in Control. In the event of a Change in Control prior to the Awardee's Termination of Service, the Stock Units will be assumed or an equivalent stock unit or right substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the Stock Units, the Awardee will fully vest in and have the right to receive the Common Stock. In addition, if the Stock Units become fully vested and exercisable in lieu of assumption or substitution in the event of a Change in Control, the Administrator will notify the Awardee in writing or electronically that the Stock Units will be fully vested.

O. Restrictions on Resale. The Awardee agrees not to sell any Shares that have been issued pursuant to the vested Stock Units at a time when Applicable Laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Awardee is a Service Provider and for such period of time after the Awardee's Termination of Service as the Administrator may specify.

P. Entire Agreement; Governing Law. This Restricted Stock Unit Award Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, and may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee. This Restricted Stock Unit Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

Q. NO GUARANTEE OF CONTINUED SERVICE. THE AWARDEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED STOCK UNITS). THE AWARDEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RESTRICTED STOCK UNIT AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT

3

ALL, AND SHALL NOT INTERFERE WITH AWARDEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE AWARDEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Awardee's signature and the signature of the Company's representative below, the Awardee and the Company agree that this Award is granted under and governed by the terms and conditions of this Restricted Stock Unit Award Agreement and the Plan. The Awardee has reviewed this Restricted Stock Unit Award Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Restricted Stock Unit Award Agreement and fully understands all provisions of this Restricted Stock Unit Award Agreement and the Plan. The Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to this Restricted Stock Unit Award Agreement and the Plan.

The Awardee further agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Awardee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

AWARDEE:

BERRY PETROLEUM COMPANY

Signature

Signature

Printed Name

Printed Name

Title

4

**BERRY PETROLEUM COMPANY
2010 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

OFFICERS

Unless otherwise defined herein, the terms defined in the Berry Petroleum Company 2010 Equity Incentive Plan shall have the same defined meanings in this Restricted Stock Unit Award Agreement.

I. NOTICE OF RESTRICTED STOCK UNIT GRANT

You have been granted restricted Stock Units, subject to the terms and conditions of the Plan and this Restricted Stock Unit Award Agreement, as follows:

Name of Awardee:

Total Number of Stock Units Granted:

Grant Date:

Vesting Schedule: Twenty-five percent of the award of Stock Units shall vest on each of the four successive anniversaries of the Grant Date.

II. AGREEMENT

A. Grant of Stock Units. Pursuant to the terms and conditions set forth in this Restricted Stock Unit Award Agreement (including Section I above) and the Plan, the Administrator hereby grants to the Awardee named in Section I above, on the Grant Date set forth in Section I above, the number of Stock Units set forth in Section I above.

B. Purchase of Stock Units. No payment of cash is required for the Stock Units.

C. Vesting/Delivery of Shares.

(1) Vesting.

The award of Stock Units shall vest in accordance with the Vesting Schedule set forth in Section I above. In addition, the Stock Units become vested in full if the Company is subject to a Change in Control before the Awardee's Termination of Service, and the Awardee is subject to an Involuntary Termination (defined below) within 12 months after the Change in Control. The Stock Units may also vest in accordance with subsection L below.

The term "Involuntary Termination" shall mean the Awardee's Termination of Service by reason of: (i) the involuntary discharge of the Awardee by the Company (or the Affiliate employing him or her) for reasons other than Cause (defined

1

below); or (ii) the voluntary resignation of the Awardee following (A) a material adverse change in his or her title, stature, authority or responsibilities with the Company (or the Affiliate employing him or her), (B) a material reduction in his or her base salary or annual bonus opportunity or (C) receipt of notice that his or her principal workplace will be relocated by more than 50 miles. The term "Cause" shall mean any of the following acts or omissions on the part of the Awardee: any act of dishonesty, any disclosure of confidential information, negligence or misconduct, failure to perform duties to the standards required by the Company (or the Affiliate employing him or her) or neglect of his or her duties, as determined in the Administrator's sole and absolute discretion, any illegal act, drug, alcohol or other substance abuse, or any act or omission which has an adverse effect on the Company or any Affiliate's reputation or business operations.

(2) Forfeiture of Stock Units.

The unvested Stock Units shall automatically be forfeited upon the Awardee's Termination of Service for any reason other than as set forth in Section II.C.(1) above, unless the Administrator determines otherwise in writing. The Awardee's termination of employment shall not constitute a Termination of Service if the Awardee continues to have the status of a Service Provider under the Plan as a Director.

(3) Form of Delivery.

The granted Stock Units are payable in ordinary shares of Common Stock. This distribution may be made either as a single lump sum transfer of shares or through the transfer of shares in five substantially equal annual installments. Subject to the provisions of this Restricted Stock Unit Award Agreement, the Awardee shall elect the form in which the distribution shall be made in the form and manner prescribed by the Administrator pursuant to the requirements of Section 409A of the Code (the "Payment Election"). If the Administrator has not received the Awardee's Payment Election by the applicable deadline, then the Awardee shall receive the Stock Units in a single lump sum payment.

(4) General Provisions Regarding Timing of Delivery.

Except as specifically set forth in this Restricted Stock Unit Award Agreement, distribution of shares subject to this award of Stock Units shall commence on the Transfer Commencement Date in the following form:

(i) in a single lump sum transfer of shares; or

(ii) if elected by the Awardee pursuant to a Payment Election in accordance with Section II.C.(3), in a series of five substantially equal annual installments commencing on the Transfer Commencement Date and continuing on the four succeeding anniversaries of such Transfer Commencement Date.

2

(5) Circumstances Requiring Distributions Regardless of Payment Election:

(i) Death Prior to Distribution of Entire Account

Notwithstanding any Payment Election to the contrary, if the Awardee dies prior to the transfer of all of the vested shares to which he or she is entitled pursuant to this Restricted Stock Unit Award Agreement, then any vested shares that have not been transferred as of the date of the Awardee's death will be transferred in a single lump sum to the Awardee's beneficiary under the terms of Section 18 of the Plan and all unvested shares as of the date of the Awardee's death shall be forfeited. If no such beneficiary has been designated, then any such shares shall be transferred to the Awardee's estate. Such transfer shall occur on the date that is 60 days after the date of the Awardee's death.

(ii) Disability Prior to Distribution of Entire Account

Notwithstanding any Payment Election to the contrary, if, as a result of his or her Disability, the Awardee separates from service prior to the transfer of all of the vested shares to which he or she is entitled pursuant to this Restricted Stock Unit Award Agreement, then any vested shares that have not been transferred as of the date of the Awardee's Disability will be transferred in a single lump sum to the Awardee and all unvested shares as of the date of the Awardee's Disability shall be forfeited. Such transfer shall occur on the date that is 60 days after the Awardee's separation from service due to Disability.

(iii) Change in Control

Notwithstanding any Payment Election to the contrary, all undistributed vested shares associated with this Restricted Stock Unit Award Agreement shall be transferred to the Awardee in a single lump sum on the fifth business day following the date of the Change in Control. The Awardee's remaining unvested shares will vest in accordance with the terms of this Restricted Stock Unit Award Agreement, or the terms of any other applicable agreement, and, upon subsequent vesting of such shares, shall be paid to the Awardee in a single lump sum transfer on the fifth business day following the date such shares vest.

(6) Delayed Distribution to Specified Employees.

If the Awardee is identified by the Company as a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date on which he or she has a Separation from Service (other than due to death), any transfer of shares that is non-exempt deferred compensation payable on account of a Separation from Service

3

shall not take place prior to the earlier of (i) the first business day following the expiration of six months from the Awardee's Separation from Service, (ii) the date of the Awardee's death, or (iii) such earlier date as complies with the requirements of Section 409A of the Code (the "Specified Employee Transfer Date"). If the Awardee elected to receive his or her distribution in a series of installments, he or she shall receive the first installment on his or her Specified Employee Transfer Date, but any subsequent installments shall be payable without regard to his or her status as a specified employee.

(7) Definitions:

(i) The term "Disability" has the meaning set forth in Treasury Regulation section 1.409A-3(i)(4) and shall be determined by the Administrator in its sole discretion.

(ii) The term "Payment Election" shall have the meaning set forth in Section II.C.(3) hereof.

(iii) The term "Transfer Commencement Date" shall mean (1) if no valid Payment Election has been made, the Vesting Date or (2) if a valid Payment Election has been made, the earlier of (a) the fifth business day of January of the year selected by Awardee pursuant to the Payment Election (but not prior to the year following the date all Stock Units are scheduled to become fully vested), (b) the fifth business day of January of the year following the Awardee's Separation from Service or (c) the date set forth in Section II.C.(5).

(iv) The term "Separation from Service" shall mean a "separation from service" within the meaning of Treasury Regulation section 1.409A-1(h).

(v) The term "Vesting Date" shall mean the date the Stock Units vest from time to time in accordance with the Vesting Schedule set forth in Section I above or, if earlier, the date set forth in Section II.C.(1).

D. No Interest in Company Assets. The Awardee shall not have any interest in any fund or specific asset of the Company by reason of the Stock Units.

E. No Rights as a Stockholder Prior to Delivery. The Awardee shall not have any right, title or interest in, or be entitled to vote in respect of, or otherwise be considered the owner of, any of the shares of Common Stock covered by the Stock Units. The Awardee shall not be entitled to receive distributions from the shares of Common Stock covered by the Stock Units.

F. Dividend Equivalents. The Awardee will be entitled to receive a cash Dividend Equivalent payment with respect to Common Stock covered by vested Stock Units, payable at the same time as cash dividends on Common Stock are paid to other Company stockholders. No Dividend Equivalents shall be paid with respect to unvested Stock Units.

G. Regulatory Compliance. The issuance of Common Stock pursuant to this Restricted Stock Unit Award Agreement shall be subject to full compliance with all applicable

4

requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Common Stock may be listed or traded.

H. Withholding Tax. The Company's obligation to deliver any Shares upon vesting of Stock Units shall be subject to the satisfaction of all applicable federal, state, local and foreign income, and employment tax withholding requirements. The Awardee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Awardee's salary) in cash. At the Administrator's election, the Awardee may pay the withholding amount with Shares; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates.

I. Plan. This Restricted Stock Unit Award Agreement is subject to all of the terms and provisions of the Plan, receipt of a copy of which is hereby acknowledged by the Awardee. The Awardee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Administrator upon any questions arising under the Plan and this Restricted Stock Unit Award Agreement.

J. Successors. This Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

K. Restrictions on Transfer. Except as set otherwise provided for in subsection J above, and the Plan, the Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise. No right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. Any assignment in violation of this subsection K shall be void.

L. Change in Control. In the event of a Change in Control prior to the Awardee's Termination of Service, the Stock Units will be assumed or an equivalent stock unit or right substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the Stock Units, the Awardee will fully vest in and have the right to receive the Common Stock. In addition, if the Stock Units become fully vested in lieu of assumption or substitution in the event of a Change in Control, the Administrator will notify the Awardee in writing or electronically that the Stock Units will be fully vested.

M. Restrictions on Resale. The Awardee agrees not to sell any Shares that have been issued pursuant to the vested Stock Units at a time when Applicable Laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Awardee is a Service Provider and for such period of time after the Awardee's Termination of Service as the Administrator may specify.

5

N. Tax Compliance Issues.

The Company, in its sole discretion, may take any steps that it deems appropriate or necessary to satisfy its state and federal tax withholding obligations in connection with this award of Stock Units.

This Restricted Stock Unit Award Agreement shall be interpreted and operated in a manner consistent with Section 409A of the Code, so as to avoid adverse tax consequences in connection with this award of Stock Units. The Company reserves the right, exercisable in its sole discretion and without the Awardee's consent, to amend the Plan and this Restricted Stock Unit Award Agreement in order to accomplish such result.

O. Entire Agreement; Governing Law. Except for any written agreement between the Company and Awardee that has been approved by the Company's Board of Directors, this Restricted Stock Unit Award Agreement, the Plan and the Payment Election constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, and, except as provided in subsection N above, may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee. This Restricted Stock Unit Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

P. NO GUARANTEE OF CONTINUED SERVICE. THE AWARDEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED STOCK UNITS). THE AWARDEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RESTRICTED STOCK UNIT AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH AWARDEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE AWARDEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Awardee's signature and the signature of the Company's representative below, the Awardee and the Company agree that this Award is granted under and governed by the terms and conditions of this Restricted Stock Unit Award Agreement and the Plan. The Awardee has reviewed this Restricted Stock Unit Award Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Restricted Stock Unit Award Agreement and fully understands all provisions of this Restricted Stock Unit Award Agreement and the Plan. The Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to this Restricted Stock Unit Award Agreement and the Plan.

The Awardee further agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Awardee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

[Signature page follows]

AWARDEE:

Signature: _____

Printed Name: _____

BERRY PETROLEUM COMPANY

Signature _____

Printed Name: _____

Title: _____

by the Administrator. The Exercise Notice shall be accompanied by payment of the full aggregate Exercise Price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Administrator of such fully executed Exercise Notice accompanied by such aggregate Exercise Price. No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with Applicable Laws.

2

C. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following methods to the extent allowed by the Administrator and in strict compliance with all procedures established by the Administrator:

1. cashier's check, check or wire transfer;
2. subject to any conditions or limitations established by the Administrator, other Shares which (i) in the case of Shares acquired upon the exercise of an option, have been owned by the Optionee for more than six months on the date of surrender or attestation and (ii) have a Fair Market Value on the date of surrender or attestation that doesn't exceed the aggregate Exercise Price;
3. consideration received by the Company under a broker-assisted sale and remittance program acceptable to the Administrator (Officers and Directors shall not be permitted to use this procedure if this procedure would violate Section 402 of the Sarbanes-Oxley Act of 2002, as amended);
4. cashless exercise; or
5. any combination of the foregoing methods of payment.

D. Leave of Absence. The Optionee shall not incur a Termination of Service when the Optionee goes on a military leave, a sick leave or another bona fide leave of absence, if the leave was approved by the Company (or Affiliate employing him or her) in writing and if continued crediting of service is required by the terms of the leave or by applicable law. However, the Optionee incurs a Termination of Service when the approved leave ends, unless the Optionee immediately returns to active work.

For purposes of ISOs, no leave of absence may exceed three months, unless reemployment upon expiration of such leave is provided by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company (or Affiliate employing him or her) is not so provided by statute or contract, the Optionee shall be deemed to have incurred a Termination of Service on the first day immediately following such three month period of leave for ISO purposes and this Option shall cease to be treated as an ISO and shall terminate upon the expiration of the three month period following the date the employment relationship is deemed terminated.

E. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee. The terms of this Option Agreement and the Plan shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee. This Option may not be assigned, pledged or hypothecated by the Optionee whether by operation of law or otherwise, and is not subject to execution, attachment or similar process.

F. Term of Option. This Option may be exercised only within the Term set out in the Notice of Stock Option Grant above, and may be exercised during such Term only in accordance with this Option Agreement and the Plan.

3

G. Tax Obligations.

1. Withholding Taxes. The Optionee agrees to make appropriate arrangements with the Administrator for the satisfaction of all applicable federal, state, and local income taxes, employment tax, and any other taxes that are due as a result of the Option exercise. With the Administrator's consent, these arrangements may include withholding Shares that otherwise would be issued to the Optionee pursuant to the exercise of this Option; provided, however, the withholding amount must be calculated using the minimum statutory withholding rates interpreted in accordance with applicable accounting requirements. The Optionee acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

2. Notice of Disqualifying Disposition of ISO Shares. If the Option is an ISO, and if the Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the exercise of the ISO on or before the later of (i) the date two years after the Grant Date, or (ii) the date one year after the date of exercise, the Optionee shall immediately notify the Administrator in writing of such disposition. The Optionee agrees that the Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

H. Change in Control. In the event of a Change in Control prior to the Optionee's Termination of Service, the Option will be assumed or an equivalent option or right substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the Option, the Optionee will fully vest in and have the right to exercise the Option. In addition, if the Option becomes fully vested and exercisable in lieu of assumption or substitution in the event of a Change in Control, the Administrator will notify the Optionee in writing or electronically that the Option will be fully vested and exercisable for a period of time determined by the Administrator in its sole discretion, and the Option will terminate upon the expiration of such period.

I. Restrictions on Resale. The Optionee agrees not to sell any Shares at a time when Applicable Law, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Optionee is a Service Provider and for such period of time after the Optionee's Termination of Service as the Administrator may specify.

J. Entire Agreement; Governing Law. Except for any written agreement between the Company and Optionee that has been approved by the Company's Board of Directors, this Option Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be

modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee. This Option Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

K. NO GUARANTEE OF CONTINUED SERVICE. THE OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE OPTION PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED AN OPTION OR PURCHASING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Optionee's signature and the signature of the Company's representative below, the Optionee and the Company agree that this Option is granted under and governed by the terms and conditions of this Option Agreement and the Plan. The Optionee has reviewed this Option Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement and fully understands all provisions of this Option Agreement and the Plan. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to this Option Agreement and the Plan.

The Optionee further agrees that the Company may deliver by email all documents relating to the Plan or this Option (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Optionee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

OPTIONEE:

BERRY PETROLEUM COMPANY

Signature

Print Name

Title: _____

BERRY PETROLEUM COMPANY 2010 EQUITY INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the Berry Petroleum Company 2010 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Performance-Based Restricted Stock Unit Award Agreement.

I. NOTICE OF PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT

You have been granted performance-based restricted Stock Units, subject to the terms and conditions of the Plan and this Performance-Based Restricted Stock Unit Award Agreement, as follows:

Name of Awardee:

Target Number of Stock Units ("Target Units"):

Maximum Number of Stock Units ("Maximum Award"):

Grant Date: March 2, 2011

Performance Period: January 1, 2011 through December 31, 2013

II. AGREEMENT

A. **Grant of Stock Units.** Pursuant to the terms and conditions set forth in this Performance-Based Restricted Stock Unit Award Agreement (including Section I above) and the Plan, the Committee hereby grants to the Awardee named in Section I above, on the Grant Date set forth in Section I above, the Target Units set forth in Section I above.

B. **Purchase of Stock Units.** No payment of cash is required for the Stock Units.

C. **Qualifying Performance Criteria.** Subject to the other provisions of this Performance-Based Restricted Stock Unit Award Agreement, for the Awardee to earn any portion of the Stock Units relating to this Performance-Based Restricted Stock Unit Award Agreement, the Qualifying Performance Criteria, as set forth in Appendix A hereto, must be satisfied. The Committee shall certify the achievement of the Qualifying Performance Criteria in writing prior to making any payment pursuant to this Performance-Based Restricted Stock Unit Award Agreement. For purposes of clarity, if the Qualifying Performance Criteria is not achieved, no amount shall be payable with respect to this Performance-Based Restricted Stock Unit Award Agreement except as otherwise provided in subsection E(2) and subsection E(3) below.

1

D. **Award Opportunity.**

(1) If the Qualifying Performance Criteria is met, except as otherwise provided in subsection E(2) and subsection E(3), the Awardee shall be qualified to earn up to the Maximum Award (as defined below), reduced as determined by taking into account the Performance Measures and the Achievement Percentage that is based upon the Committee's determination of whether and to what extent the Performance Measures have been achieved during the Performance Period. The Performance Measures established for the Performance Period are attached hereto as Appendix A and made a part hereof for all purposes. The term "Maximum Award" means the maximum amount potentially payable pursuant to the terms and provisions of this Performance-Based Restricted Stock Unit Award Agreement.

(2) If the Qualifying Performance Criteria is met, following the close of the Performance Period, the Committee shall determine the extent to which each Performance Measure has been achieved. If the Company has performed at or above the threshold level of achievement for a Performance Measure, the Achievement Percentage shall be between 25% and 175%, with a target level of achievement resulting in an Achievement Percentage of 100%. In no event shall the Achievement Percentage exceed 175%. The combined level of achievement is the sum of the weighted achievements of the Performance Goals as approved by the Committee. Upon completing its determination of the level at which the Performance Measures have been achieved, the Committee shall notify the Awardee, in the form and manner as determined by the Committee, of the number of shares of Common Stock (the "Vested Shares") that will be issued to the Awardee pursuant to subsection E(6), which shall equal the number of Target Units multiplied by the Achievement Percentage, but not to exceed the Maximum Award.

E. **Vesting/Delivery of Shares.**

(1) **Vesting.** Unless earlier forfeited in accordance with this subsection E or unless earlier vested in accordance with subsection E(2) or subsection E(3), the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement, if any, shall vest on the date the Committee determines that each Performance Measure has been met (as provided in subsection D) (the "Determination Date"). As soon as administratively practicable after the Company files SEC Form 10-K for the fiscal year ending December 31, 2013, the Committee shall notify the Awardee as required by subsection D of the level at which the Performance Measures established for the Performance Period have been achieved.

(2) **Change in Control.** In the event of a Change in Control prior to the end of the Performance Period, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately prior to the date of the Change in Control and shall be deemed to have been earned at the Target level as specified in Appendix A. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

2

(3) Death and Disability. If the Awardee becomes Disabled prior to Termination of Service or the Awardee's Termination of Service is due to death, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately in a pro-rata amount determined by multiplying (1) the number of shares of Common Stock equal to the Target Units by (2) a fraction, the numerator of which is the number of days elapsed in the Performance Period as of the date of the Awardee's Disability or Termination of Service due to death, as applicable, and the denominator of which is the total number of days in the Performance Period. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

(4) Forfeiture of Stock Units. If the Awardee's Termination of Service occurs for any reason except as set forth in subsection E(3) prior to the date shares of Common Stock are delivered to the Awardee in settlement of this Performance-Based Restricted Stock Unit Award Agreement and prior to the date of vesting pursuant to subsection E(2), then the Awardee's right to receive any shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time. The Awardee's termination of employment shall not constitute a Termination of Service if the Awardee continues to have the status of a Service Provider under the Plan as a Director.

(5) Form of Delivery. The Vested Units are payable in a single lump sum transfer of whole shares of Common Stock. Any fractional shares will be rounded down to the nearest whole share.

(6) Timing of Delivery.

- (i) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(1), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee in the calendar year in which occurs the Determination Date.
- (ii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(2), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee no later than 15 days after the date of the Change in Control.
- (iii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(3), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee or the Awardee's representative

3

within 70 days after the date of the Awardee's death or Disability, as applicable.

(7) Definitions:

- (i) The term "Achievement Percentage" means the percentage of achievement determined by the Committee after the end of the Performance Period in accordance with subsection D that reflects the extent to which the Company achieved the Performance Measures during the Performance Period.
- (ii) The term "Change in Control" shall mean and shall be deemed to have occurred if and when any one of the following four events occurs: (i) within the meaning of Section 13(d) of the Exchange Act, any person or group becomes a beneficial owner, directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then outstanding securities, without the prior approval of the Company; (ii) an election of Directors not in accord with the recommendations of the majority of the Directors who were in office prior to the pending election; (iii) the consummation of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not subsidiaries, as a result of which less than 50% of the outstanding securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Company (excluding from the term "former stockholders" a stockholder who is, or as a result of the transaction in question, becomes an "affiliate," as that term is used in the Exchange Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or (iv) the sale of substantially all of the Company's business and/or assets (in one transaction or a series of related transactions) to a person or entity which is not a subsidiary.
- (iii) The term "Disability" has the meaning set forth in Section 1.409A-3(i)(4) of the Treasury Regulations and shall be determined by the Administrator in its sole discretion.
- (iv) The term "Performance Measures" means the performance criteria selected by the Committee for purposes of measuring the amount the Awardee is entitled to under this Performance-Based Restricted Stock Unit Award Agreement and is attached hereto as Appendix A.
- (v) The term "Vested Units" means the shares of Common Stock actually issued to the Awardee following the Awardee's satisfaction of the vesting provisions of subsection E, subject, if

4

applicable, to the determination by the Committee of the achievement of the Qualifying Performance Criteria pursuant to subsection C.

F. No Interest in Company Assets. The Awardee shall not have any interest in any fund or specific asset of the Company by reason of the Stock Units.

G. No Rights as a Stockholder Prior to Delivery. The Awardee shall not have any right, title or interest in, or be entitled to vote in respect of, or otherwise be considered the owner of, any of the shares of Common Stock covered by the Stock Units. The Awardee shall not be entitled to receive distributions from, or dividend equivalents with respect to, the shares of Common Stock covered by the Stock Units.

H. Regulatory Compliance. The issuance of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be subject to full compliance with all applicable requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Common Stock may be listed or traded.

I. Withholding Tax. The Company's obligation to deliver any Shares upon vesting of Stock Units shall be subject to the satisfaction of all applicable federal, state, local and foreign income, and employment tax withholding requirements. The Awardee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Awardee's salary) in cash. At the Administrator's election, the Awardee may pay the withholding amount with Shares; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates.

J. Plan. This Performance-Based Restricted Stock Unit Award Agreement is subject to all of the terms and provisions of the Plan, receipt of a copy of which is hereby acknowledged by the Awardee. The Awardee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Administrator and the Committee upon any questions arising under the Plan and this Performance-Based Restricted Stock Unit Award Agreement.

K. Successors. This Performance-Based Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

L. Restrictions on Transfer. The Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise. No right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. Any assignment in violation of this subsection L shall be void.

M. Restrictions on Resale. The Awardee agrees not to sell any Shares that have been issued pursuant to this Performance-Based Restricted Stock Unit Award Agreement at a time when Applicable Laws, Company policies or an agreement between the Company and its

5

underwriters prohibit a sale. This restriction shall apply as long as the Awardee is a Service Provider and for such period of time after the Awardee's Termination of Service as the Administrator may specify.

N. Tax Compliance Issues.

The Company, in its sole discretion, may take any steps that it deems appropriate or necessary to satisfy its state and federal tax withholding obligations in connection with this award of Stock Units.

This Performance-Based Restricted Stock Unit Award Agreement shall be interpreted and operated in a manner consistent with Section 409A of the Code, so as to avoid adverse tax consequences in connection with this award of Stock Units, and the time of delivery in subsection E(6) hereof is within the short-term deferral period described in Section 1.409A-1(b)(4) of the Treasury Regulations. The Company reserves the right, exercisable in its sole discretion and without the Awardee's consent, to amend the Plan and this Performance-Based Restricted Stock Unit Award Agreement in order to accomplish such result.

O. Entire Agreement; Governing Law. This Performance-Based Restricted Stock Unit Award Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, including, but not limited to, any Employment Agreement, Employment Contract or Change in Control Severance Protection Agreement between the Company and Awardee, and, except as provided in subsection N above, may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee. This Performance-Based Restricted Stock Unit Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

P. Golden Parachute Tax. In the event any other agreement between the Company and the Awardee does not contain any contrary provision regarding the method of avoiding or mitigating the impact of the golden parachute excise tax under Section 4999 of the Code on the Awardee, then notwithstanding any contrary provision of this Performance-Based Restricted Stock Unit Award Agreement or the Plan, if the aggregate present value of all parachute payments payable to or for the benefit of the Awardee, whether payable pursuant to the Plan or otherwise, shall exceed three times the Awardee's base amount less one dollar, then, to the extent necessary, this Award shall be reduced in order that this limitation not be exceeded, but only if, by reason of such reduction, the net after-tax benefit to the Awardee shall exceed the net after-tax benefit if such reduction, together with all other reductions of parachute payments otherwise applicable, were not made. For purposes of this subsection P, the terms "parachute payment," "base amount" and "present value" shall have the meanings assigned thereto under Section 280G of the Code. It is the intention of this subsection P to avoid excise taxes on the Awardee under Section 4999 of the Code or the disallowance of a deduction to the Company pursuant to Section 280G of the Code.

Q. NO GUARANTEE OF CONTINUED SERVICE. THE AWARDEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE STOCK UNITS

6

PURSUANT TO THE TERMS HEREOF IS EARNED BASED ON THE COMPANY'S ACHIEVEMENT OF THE QUALIFYING PERFORMANCE CRITERIA AND BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED STOCK UNITS). THE AWARDEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE PERFORMANCE PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH AWARDEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE AWARDEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Awardee's signature and the signature of the Company's representative below, the Awardee and the Company agree that this Award is granted under and governed by the terms and conditions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee has reviewed this Performance-Based Restricted Stock Unit Award Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Performance-Based Restricted Stock Unit Award Agreement and fully understands all provisions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator and the Committee upon any questions relating to this Performance-Based Restricted Stock Unit Award Agreement and the Plan.

The Awardee further agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Awardee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

[Signature page follows]

7

The Awardee hereby accepts the foregoing Performance-Based Restricted Stock Unit Award Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof.

AWARDEE:

Signature: _____
Printed Name: _____

BERRY PETROLEUM COMPANY

Signature _____
Printed Name: _____
Title: _____

8

APPENDIX A

Qualifying Performance Criteria and Performance Measures

- Qualifying Performance Criteria.** The "Qualifying Performance Criteria" will be satisfied if the Consolidated Coverage Ratio (as defined with respect to the Company's 8.25% Senior Subordinated Notes) is not less than 2.50 at any time during the Performance Period.
- Performance Measures.** The Performance Measures applicable to the Performance-Based Restricted Stock Unit Award Agreement for the Performance Period from January 1, 2011 through December 31, 2013 shall be based on relative total shareholder return ("TSR") as measured against the Peer Companies and Production Growth.
- TSR.** TSR means stock price growth during the Performance Period, with any dividends during such period being reinvested. TSR is evaluated based on the ending value of a deemed \$100 initial investment. For purposes of determining TSR, the stock price shall be calculated based on the daily average stock price for the twenty trading days immediately prior to the beginning and end of the Performance Period. TSR shall be measured against the Peer Companies. The "Peer Companies" are Bill Barrett Corp., Cabot Oil & Gas Corp., Cimarex Energy Co., Comstock Resources Inc., Denbury Resources Inc., Forest Oil Corp., Penn Virginia Corp., Plains Explorations & Production Co., Quicksilver Resources Inc., SandRidge Energy, Inc., St. Mary Land & Exploration Co., Stone Energy Corp., Swift Energy Co., and Whiting Petroleum Corp., to the extent such entities or their successors are in existence and publicly traded as of the end of the Performance Period.
- Production Growth.** Production Growth means the Company's compound annual production growth as measured by average annual barrels of oil equivalent per day (excluding acquisitions and divestitures) ("BOE/D") for calendar years during the Performance Period as reported in the Company's 10-K. Production Growth will be measured with respect to the following assets of the Company owned at December 31, 2010: South Midway Asset Team, including Poso Creek and Ethel D; North Midway Asset Team, including Placerita and McKittrick 21Z; Unita Asset Team; Piceance Asset Team; East Texas Asset Team; and Permian Asset Team, including the Meritage, Belfair and Keystone acquisitions.
- Adjustments to Performance Measures.** The Committee may adjust the Performance Measures as it deems necessary to account for the following events: production gains and losses based on the purchase or sale of assets; extreme price volatility; impairment of assets and/or counterparty failures beyond management control; natural disasters; legislative actions taken which negatively affect operations or results; changes in accounting or tax rules which significantly affect outcomes; and any extraordinary, unusual or non-recurring items.

6. **Weighting.** For purposes of determining the Achievement Percentage, the Performance Measures shall be weighted as follows:

Performance Measure	Weighting
TSR	50%
Production Growth	50%

7. **Calculation of TSR Component.** The extent to which the TSR component of the Performance Measures is achieved (the “TSR Achievement”) shall be determined as set forth on the following chart:

	Threshold Performance	Target Performance	Maximum Performance
Performance Rate	3rd Quartile (25th percentile)	2nd Quartile (50th percentile)	1st Quartile (75th percentile)
TSR Achievement	25%	100%	175%

The TSR Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the TSR Achievement percentage shall be 0%.

8. **Calculation of Production Growth Component.** The extent to which the Production Growth component of the Performance Measures is achieved (the “Production Growth Achievement”) shall be determined as set forth on the following chart:

	Threshold Performance	Target Performance	Maximum Performance
Production Growth	41,100 BOE/D	47,100 BOE/D	53,200 BOE/D
Production Growth Achievement	25%	100%	175%

The Production Growth Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the Production Growth Achievement percentage shall be 0%.

9. **Determination of Achievement Percentage.** The Achievement Percentage for purpose of determining the Vested Units shall be the weighted (as set forth in Part 6 of this Appendix A) average of the TSR Achievement and the Production Growth Achievement.

10. **Change in Control Adjustments.** If a Change in Control of the Company occurs, the Committee may make such adjustments as it deems necessary in the calculation of the Performance Measures.

BERRY PETROLEUM COMPANY 2010 EQUITY INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the Berry Petroleum Company 2010 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Performance-Based Restricted Stock Unit Award Agreement.

I. NOTICE OF PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT

You have been granted performance-based restricted Stock Units, subject to the terms and conditions of the Plan and this Performance-Based Restricted Stock Unit Award Agreement, as follows:

Name of Awardee: Robert F. Heinemann

Target Number of Stock Units ("Target Units"): 14,432

Maximum Number of Stock Units ("Maximum Award"): 25,257

Grant Date: March 2, 2011

Performance Period: January 1, 2011 through December 31, 2013

II. AGREEMENT

A. Grant of Stock Units. Pursuant to the terms and conditions set forth in this Performance-Based Restricted Stock Unit Award Agreement (including Section I above) and the Plan, the Committee hereby grants to the Awardee named in Section I above, on the Grant Date set forth in Section I above, the Target Units set forth in Section I above.

B. Purchase of Stock Units. No payment of cash is required for the Stock Units.

C. Qualifying Performance Criteria. Subject to the other provisions of this Performance-Based Restricted Stock Unit Award Agreement, for the Awardee to earn any portion of the Stock Units relating to this Performance-Based Restricted Stock Unit Award Agreement, the Qualifying Performance Criteria, as set forth in Appendix A hereto, must be satisfied. The Committee shall certify the achievement of the Qualifying Performance Criteria in writing prior to making any payment pursuant to this Performance-Based Restricted Stock Unit Award Agreement. For purposes of clarity, if the Qualifying Performance Criteria is not achieved, no amount shall be payable with respect to this Performance-Based Restricted Stock Unit Award Agreement except as otherwise provided in subsection E(3) and subsection E(4) below.

1

D. Award Opportunity.

(1) If the Qualifying Performance Criteria is met, except as otherwise provided in subsection E(3) and subsection E(4), the Awardee shall be qualified to earn up to the Maximum Award (as defined below), reduced as determined by taking into account the Performance Measures and the Achievement Percentage that is based upon the Committee's determination of whether and to what extent the Performance Measures have been achieved during the Performance Period. The Performance Measures established for the Performance Period are attached hereto as Appendix A and made a part hereof for all purposes. The term "Maximum Award" means the maximum amount potentially payable pursuant to the terms and provisions of this Performance-Based Restricted Stock Unit Award Agreement.

(2) If the Qualifying Performance Criteria is met, following the close of the Performance Period, the Committee shall determine the extent to which each Performance Measure has been achieved. If the Company has performed at or above the threshold level of achievement for a Performance Measure, the Achievement Percentage shall be between 25% and 175%, with a target level of achievement resulting in an Achievement Percentage of 100%. In no event shall the Achievement Percentage exceed 175%. The combined level of achievement is the sum of the weighted achievements of the Performance Goals as approved by the Committee. Upon completing its determination of the level at which the Performance Measures have been achieved, the Committee shall notify the Awardee, in the form and manner as determined by the Committee, of the number of shares of Common Stock (the "Vested Shares") that will be issued to the Awardee pursuant to subsection E(7), which shall equal the number of Target Units multiplied by the Achievement Percentage, but not to exceed the Maximum Award.

E. Vesting/Delivery of Shares.

(1) Vesting. Unless earlier forfeited in accordance with this subsection E or unless earlier vested in accordance with subsection E(3) or E(4), the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement, if any, shall vest on the date the Committee determines that each Performance Measure has been met (as provided in subsection D) (the "Determination Date"). As soon as administratively practicable after the Company files SEC Form 10-K for the fiscal year ending December 31, 2013, the Committee shall notify the Awardee as required by subsection D of the level at which the Performance Measures established for the Performance Period have been achieved.

(2) Involuntary Termination. If the Awardee's Termination of Service is by the Company without Cause or by the Awardee with Good Reason (as such terms are defined in the Employment Agreement), the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement, if any, shall vest on the Determination Date in the number of shares of Common Stock awarded to the Awardee based upon the Committee's determination of achievement of Performance Measures as provided in subsection D.

2

(3) Change in Control. In the event of a Change in Control prior to the end of the Performance Period, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately prior to the date of the Change in Control and shall be deemed to have been earned at the Target level as specified in Appendix A. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

(4) Death and Disability. If the Awardee becomes Disabled prior to Termination of Service or the Awardee's Termination of Service is due to death, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately in the number of shares of Common Stock equal to the Target Units. If the Awardee has a Termination of Service pursuant to subsection E(2) hereof and subsequently dies or becomes Disabled, then notwithstanding the provisions of subsection E(2) hereof and without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately and shall be deemed to have been earned at the Target level as specified in Appendix A. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

(5) Forfeiture of Stock Units. If the Awardee's Termination of Service occurs for any reason except as set forth in subsection E(2) or subsection E(4) prior to the date shares of Common Stock are delivered to the Awardee in settlement of this Performance-Based Restricted Stock Unit Award Agreement and prior to the date of vesting pursuant to subsection E(3), then the Awardee's right to receive any shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time. The Awardee's termination of employment shall not constitute a Termination of Service if the Awardee continues to have the status of a Service Provider under the Plan as a Director

(6) Form of Delivery. The Vested Units are payable in a single lump sum transfer of whole shares of Common Stock. Any fractional shares will be rounded down to the nearest whole share.

(7) Timing of Delivery.

- (i) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(1) or subsection E(2), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee in the calendar year immediately following the expiration of the Performance Period.
- (ii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(3), a number of

3

shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee (A) no later than 15 days after the date of the Change in Control or, if later, (B) in the calendar year immediately following the expiration of the Performance Period if the Change in Control does not constitute a "change in control event" within the meaning of Treasury Regulation § 1.409A-3(i)(5).

- (iii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(4) or if the Awardee's Termination of Service is pursuant to subsection E(2) prior to the Awardee's death or Disability, a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee or the Awardee's representative within 70 days after the Awardee's death or Disability, as applicable.

(8) Definitions:

- (i) The term "Achievement Percentage" means the percentage of achievement determined by the Committee after the end of the Performance Period in accordance with subsection D that reflects the extent to which the Company achieved the Performance Measures during the Performance Period.
- (ii) The term "Change in Control" shall mean and shall be deemed to have occurred if and when any one of the following four events occurs: (i) within the meaning of Section 13(d) of the Exchange Act, any person or group becomes a beneficial owner, directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then outstanding securities, without the prior approval of the Company; (ii) an election of Directors not in accord with the recommendations of the majority of the Directors who were in office prior to the pending election; (iii) the consummation of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not subsidiaries, as a result of which less than 50% of the outstanding securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Company (excluding from the term "former stockholders" a stockholder who is, or as a result of the transaction in question, becomes an "affiliate," as that term is used in the Exchange Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or (iv) the sale of substantially all of the Company's business and/or assets (in one transaction or a series of related transactions) to a person or entity which is not a subsidiary.

4

- (iii) The term "Disability" has the meaning set forth in Section 1.409A-3(i)(4) of the Treasury Regulations and shall be determined by the Administrator in its sole discretion.

- (iv) The term "Employment Agreement" means that certain Amended and Restated Employment Agreement between the Company and Awardee effective June 23, 2006.
- (v) The term "Performance Measures" means the performance criteria selected by the Committee for purposes of measuring the amount the Awardee is entitled to under this Performance-Based Restricted Stock Unit Award Agreement and is attached hereto as Appendix A.
- (vi) The term "Vested Units" means the shares of Common Stock actually issued to the Awardee following the Awardee's satisfaction of the vesting provisions of subsection E, subject, if applicable, to the determination by the Committee of the achievement of the Qualifying Performance Criteria pursuant to subsection C.

F. **No Interest in Company Assets.** The Awardee shall not have any interest in any fund or specific asset of the Company by reason of the Stock Units.

G. **No Rights as a Stockholder Prior to Delivery.** The Awardee shall not have any right, title or interest in, or be entitled to vote in respect of, or otherwise be considered the owner of, any of the shares of Common Stock covered by the Stock Units. The Awardee shall not be entitled to receive distributions from, or dividend equivalents with respect to, the shares of Common Stock covered by the Stock Units.

H. **Regulatory Compliance.** The issuance of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be subject to full compliance with all applicable requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Common Stock may be listed or traded.

I. **Withholding Tax.** The Company's obligation to deliver any Shares upon vesting of Stock Units shall be subject to the satisfaction of all applicable federal, state, local and foreign income, and employment tax withholding requirements. The Awardee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Awardee's salary) in cash. At the Administrator's election, the Awardee may pay the withholding amount with Shares; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates.

J. **Plan.** This Performance-Based Restricted Stock Unit Award Agreement is subject to all of the terms and provisions of the Plan, receipt of a copy of which is hereby acknowledged by the Awardee. The Awardee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Administrator and the Committee upon any questions arising under the Plan and this Performance-Based Restricted Stock Unit Award Agreement.

5

K. **Successors.** This Performance-Based Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

L. **Restrictions on Transfer.** The Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise. No right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. Any assignment in violation of this subsection L shall be void.

M. **Restrictions on Resale.** The Awardee agrees not to sell any Shares that have been issued pursuant to this Performance-Based Restricted Stock Unit Award Agreement at a time when Applicable Laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Awardee is a Service Provider and for such period of time after the Awardee's Termination of Service as the Administrator may specify.

N. **Tax Compliance Issues.**

The Company, in its sole discretion, may take any steps that it deems appropriate or necessary to satisfy its state and federal tax withholding obligations in connection with this award of Stock Units.

This Performance-Based Restricted Stock Unit Award Agreement shall be interpreted and operated in a manner consistent with Section 409A of the Code, so as to avoid adverse tax consequences in connection with this award of Stock Units. The Company reserves the right, exercisable in its sole discretion and without the Awardee's consent, to amend the Plan and this Performance-Based Restricted Stock Unit Award Agreement in order to accomplish such result.

O. **Entire Agreement; Governing Law.** This Performance-Based Restricted Stock Unit Award Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, including, but not limited to, the Employment Agreement and any Employment Contract or Change in Control Severance Protection Agreement between the Company and Awardee, and, except as provided in subsection N above, may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee. This Performance-Based Restricted Stock Unit Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

P. **NO GUARANTEE OF CONTINUED SERVICE. THE AWARDEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE STOCK UNITS PURSUANT TO THE TERMS HEREOF IS EARNED BASED ON THE COMPANY'S**

6

ACHIEVEMENT OF THE QUALIFYING PERFORMANCE CRITERIA AND BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED STOCK UNITS). THE AWARDEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE PERFORMANCE PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH AWARDEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE AWARDEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Awardee's signature and the signature of the Company's representative below, the Awardee and the Company agree that this Award is granted under and governed by the terms and conditions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee has reviewed this Performance-Based Restricted Stock Unit Award Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Performance-Based Restricted Stock Unit Award Agreement and fully understands all provisions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator and the Committee upon any questions relating to this Performance-Based Restricted Stock Unit Award Agreement and the Plan.

The Awardee further agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Awardee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

[Signature page follows]

7

The Awardee hereby accepts the foregoing Performance-Based Restricted Stock Unit Award Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof.

AWARDEE:

Signature: _____
Printed Name: Robert F. Heinemann

BERRY PETROLEUM COMPANY

Signature _____
Printed Name: _____
Title: _____

8

APPENDIX A

Qualifying Performance Criteria and Performance Measures

- Qualifying Performance Criteria.** The "Qualifying Performance Criteria" will be satisfied if the Consolidated Coverage Ratio (as defined with respect to the Company's 8.25% Senior Subordinated Notes) is not less than 2.50 at any time during the Performance Period.
- Performance Measures.** The Performance Measures applicable to the Performance-Based Restricted Stock Unit Award Agreement for the Performance Period from January 1, 2011 through December 31, 2013 shall be based on relative total shareholder return ("TSR") as measured against the Peer Companies and Production Growth.
- TSR.** TSR means stock price growth during the Performance Period, with any dividends during such period being reinvested. TSR is evaluated based on the ending value of a deemed \$100 initial investment. For purposes of determining TSR, the stock price shall be calculated based on the daily average stock price for the twenty trading days immediately prior to the beginning and end of the Performance Period. TSR shall be measured against the Peer Companies. The "Peer Companies" are Bill Barrett Corp., Cabot Oil & Gas Corp., Cimarex Energy Co., Comstock Resources Inc., Denbury Resources Inc., Forest Oil Corp., Penn Virginia Corp., Plains Explorations & Production Co., Quicksilver Resources Inc., SandRidge Energy, Inc., St. Mary Land & Exploration Co., Stone Energy Corp., Swift Energy Co., and Whiting Petroleum Corp., to the extent such entities or their successors are in existence and publicly traded as of the end of the Performance Period.
- Production Growth.** Production Growth means the Company's compound annual production growth as measured by average annual barrels of oil equivalent per day (excluding acquisitions and divestitures) ("BOE/D") for calendar years during the Performance Period as reported in the Company's 10-K. Production Growth will be measured with respect to the following assets of the Company owned at December 31, 2010: South Midway Asset Team, including Poso Creek and Ethel D; North Midway Asset Team, including Placerita and McKittrick 21Z; Unita Asset Team; Piceance Asset Team; East Texas Asset Team; and Permian Asset Team, including the Meritage, Belfair and Keystone acquisitions.
- Adjustments to Performance Measures.** The Committee may adjust the Performance Measures as it deems necessary to account for the following events: production gains and losses based on the purchase or sale of assets; extreme price volatility; impairment of assets and/or counterparty failures beyond management control; natural disasters; legislative actions taken which negatively affect operations or results; changes in accounting or tax rules which significantly affect outcomes; and any extraordinary, unusual or non-recurring items.

6. **Weighting.** For purposes of determining the Achievement Percentage, the Performance Measures shall be weighted as follows:

Performance Measure	Weighting
TSR	50%
Production Growth	50%

7. **Calculation of TSR Component.** The extent to which the TSR component of the Performance Measures is achieved (the “TSR Achievement”) shall be determined as set forth on the following chart:

Performance Rate	Threshold Performance	Target Performance	Maximum Performance
TSR Achievement	3rd Quartile (25th percentile) 25%	2nd Quartile (50th percentile) 100%	1st Quartile (75th percentile) 175%

The TSR Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the TSR Achievement percentage shall be 0%.

8. **Calculation of Production Growth Component.** The extent to which the Production Growth component of the Performance Measures is achieved (the “Production Growth Achievement”) shall be determined as set forth on the following chart:

Production Growth	Threshold Performance	Target Performance	Maximum Performance
Production Growth Achievement	41,100 BOE/D 25%	47,100 BOE/D 100%	53,200 BOE/D 175%

The Production Growth Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the Production Growth Achievement percentage shall be 0%.

9. **Determination of Achievement Percentage.** The Achievement Percentage for purpose of determining the Vested Units shall be the weighted (as set forth in Part 6 of this Appendix A) average of the TSR Achievement and the Production Growth Achievement.
10. **Change in Control Adjustments.** If a Change in Control of the Company occurs, the Committee may make such adjustments as it deems necessary in the calculation of the Performance Measures.

BERRY PETROLEUM COMPANY 2010 EQUITY INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the Berry Petroleum Company 2010 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Performance-Based Restricted Stock Unit Award Agreement.

I. NOTICE OF PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT

You have been granted performance-based restricted Stock Units, subject to the terms and conditions of the Plan and this Performance-Based Restricted Stock Unit Award Agreement, as follows:

Name of Awardee: Michael Duginski

Target Number of Stock Units ("Target Units"): 6,443

Maximum Number of Stock Units ("Maximum Award"): 11,275

Grant Date: March 2, 2011

Performance Period: January 1, 2011 through December 31, 2013

II. AGREEMENT

A. **Grant of Stock Units.** Pursuant to the terms and conditions set forth in this Performance-Based Restricted Stock Unit Award Agreement (including Section I above) and the Plan, the Committee hereby grants to the Awardee named in Section I above, on the Grant Date set forth in Section I above, the Target Units set forth in Section I above.

B. **Purchase of Stock Units.** No payment of cash is required for the Stock Units.

C. **Qualifying Performance Criteria.** Subject to the other provisions of this Performance-Based Restricted Stock Unit Award Agreement, for the Awardee to earn any portion of the Stock Units relating to this Performance-Based Restricted Stock Unit Award Agreement, the Qualifying Performance Criteria, as set forth in Appendix A hereto, must be satisfied. The Committee shall certify the achievement of the Qualifying Performance Criteria in writing prior to making any payment pursuant to this Performance-Based Restricted Stock Unit Award Agreement. For purposes of clarity, if the Qualifying Performance Criteria is not achieved, no amount shall be payable with respect to this Performance-Based Restricted Stock Unit Award Agreement except as otherwise provided in subsection E(2) and subsection E(3) below.

1

D. **Award Opportunity.**

(1) If the Qualifying Performance Criteria is met, except as otherwise provided in subsection E(2) and subsection E(3), the Awardee shall be qualified to earn up to the Maximum Award (as defined below), reduced as determined by taking into account the Performance Measures and the Achievement Percentage that is based upon the Committee's determination of whether and to what extent the Performance Measures have been achieved during the Performance Period. The Performance Measures established for the Performance Period are attached hereto as Appendix A and made a part hereof for all purposes. The term "Maximum Award" means the maximum amount potentially payable pursuant to the terms and provisions of this Performance-Based Restricted Stock Unit Award Agreement.

(2) If the Qualifying Performance Criteria is met, following the close of the Performance Period, the Committee shall determine the extent to which each Performance Measure has been achieved. If the Company has performed at or above the threshold level of achievement for a Performance Measure, the Achievement Percentage shall be between 25% and 175%, with a target level of achievement resulting in an Achievement Percentage of 100%. In no event shall the Achievement Percentage exceed 175%. The combined level of achievement is the sum of the weighted achievements of the Performance Goals as approved by the Committee. Upon completing its determination of the level at which the Performance Measures have been achieved, the Committee shall notify the Awardee, in the form and manner as determined by the Committee, of the number of shares of Common Stock (the "Vested Shares") that will be issued to the Awardee pursuant to subsection E(6), which shall equal the number of Target Units multiplied by the Achievement Percentage, but not to exceed the Maximum Award.

E. **Vesting/Delivery of Shares.**

(1) **Vesting.** Unless earlier forfeited in accordance with this subsection E or unless earlier vested in accordance with subsection E(2) or subsection E(3), the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement, if any, shall vest on the date the Committee determines that each Performance Measure has been met (as provided in subsection D) (the "Determination Date"). As soon as administratively practicable after the Company files SEC Form 10-K for the fiscal year ending December 31, 2013, the Committee shall notify the Awardee as required by subsection D of the level at which the Performance Measures established for the Performance Period have been achieved.

(2) **Change in Control.** In the event of a Change in Control prior to the end of the Performance Period, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately prior to the date of the Change in Control and shall be deemed to have been earned at the Target level as specified in Appendix A. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

2

(3) Death and Disability. If the Awardee becomes Disabled prior to Termination of Service or the Awardee's Termination of Service is due to death, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately in the number of shares of Common Stock equal to the Target Units. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

(4) Forfeiture of Stock Units. If the Awardee's Termination of Service occurs for any reason except as set forth in subsection E(3) prior to the date shares of Common Stock are delivered to the Awardee in settlement of this Performance-Based Restricted Stock Unit Award Agreement and prior to the date of vesting pursuant to subsection E(2), then the Awardee's right to receive any shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time. The Awardee's termination of employment shall not constitute a Termination of Service if the Awardee continues to have the status of a Service Provider under the Plan as a Director

(5) Form of Delivery. The Vested Units are payable in a single lump sum transfer of whole shares of Common Stock. Any fractional shares will be rounded down to the nearest whole share.

(6) Timing of Delivery.

- (i) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(1), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee in the calendar year in which occurs the Determination Date.
- (ii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(2), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee no later than 15 days after the date of the Change in Control.
- (iii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(3), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee or the Awardee's representative within 70 days after the date of the Awardee's death or Disability, as applicable.

3

(7) Definitions:

- (i) The term "Achievement Percentage" means the percentage of achievement determined by the Committee after the end of the Performance Period in accordance with subsection D that reflects the extent to which the Company achieved the Performance Measures during the Performance Period.
- (ii) The term "Change in Control" shall mean and shall be deemed to have occurred if and when any one of the following four events occurs: (i) within the meaning of Section 13(d) of the Exchange Act, any person or group becomes a beneficial owner, directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then outstanding securities, without the prior approval of the Company; (ii) an election of Directors not in accord with the recommendations of the majority of the Directors who were in office prior to the pending election; (iii) the consummation of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not subsidiaries, as a result of which less than 50% of the outstanding securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Company (excluding from the term "former stockholders" a stockholder who is, or as a result of the transaction in question, becomes an "affiliate," as that term is used in the Exchange Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or (iv) the sale of substantially all of the Company's business and/or assets (in one transaction or a series of related transactions) to a person or entity which is not a subsidiary.
- (iii) The term "Disability" has the meaning set forth in Section 1.409A-3(i)(4) of the Treasury Regulations and shall be determined by the Administrator in its sole discretion.
- (iv) The term "Performance Measures" means the performance criteria selected by the Committee for purposes of measuring the amount the Awardee is entitled to under this Performance-Based Restricted Stock Unit Award Agreement and is attached hereto as Appendix A.
- (v) The term "Vested Units" means the shares of Common Stock actually issued to the Awardee following the Awardee's satisfaction of the vesting provisions of subsection E, subject, if applicable, to the determination by the Committee of the achievement of the Qualifying Performance Criteria pursuant to subsection C.

4

F. No Interest in Company Assets. The Awardee shall not have any interest in any fund or specific asset of the Company by reason of the Stock Units.

G. No Rights as a Stockholder Prior to Delivery. The Awardee shall not have any right, title or interest in, or be entitled to vote in respect of, or otherwise be considered the owner of, any of the shares of Common Stock covered by the Stock Units. The Awardee shall not be entitled to receive distributions from, or dividend equivalents with respect to, the shares of Common Stock covered by the Stock Units.

H. Regulatory Compliance. The issuance of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be subject to full compliance with all applicable requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Common Stock may be listed or traded.

I. Withholding Tax. The Company's obligation to deliver any Shares upon vesting of Stock Units shall be subject to the satisfaction of all applicable federal, state, local and foreign income, and employment tax withholding requirements. The Awardee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Awardee's salary) in cash. At the Administrator's election, the Awardee may pay the withholding amount with Shares; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates.

J. Plan. This Performance-Based Restricted Stock Unit Award Agreement is subject to all of the terms and provisions of the Plan, receipt of a copy of which is hereby acknowledged by the Awardee. The Awardee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Administrator and the Committee upon any questions arising under the Plan and this Performance-Based Restricted Stock Unit Award Agreement.

K. Successors. This Performance-Based Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

L. Restrictions on Transfer. The Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise. No right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. Any assignment in violation of this subsection L shall be void.

M. Restrictions on Resale. The Awardee agrees not to sell any Shares that have been issued pursuant to this Performance-Based Restricted Stock Unit Award Agreement at a time when Applicable Laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Awardee is a Service Provider and for such period of time after the Awardee's Termination of Service as the Administrator may specify.

5

N. Tax Compliance Issues.

The Company, in its sole discretion, may take any steps that it deems appropriate or necessary to satisfy its state and federal tax withholding obligations in connection with this award of Stock Units.

This Performance-Based Restricted Stock Unit Award Agreement shall be interpreted and operated in a manner consistent with Section 409A of the Code, so as to avoid adverse tax consequences in connection with this award of Stock Units, and the time of delivery in subsection E(6) hereof is within the short-term deferral period described in Section 1.409A-1(b)(4) of the Treasury Regulations. The Company reserves the right, exercisable in its sole discretion and without the Awardee's consent, to amend the Plan and this Performance-Based Restricted Stock Unit Award Agreement in order to accomplish such result.

O. Entire Agreement; Governing Law. This Performance-Based Restricted Stock Unit Award Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, including, but not limited to, any Employment Agreement, Employment Contract or Change in Control Severance Protection Agreement between the Company and Awardee, and, except as provided in subsection N above, may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee. This Performance-Based Restricted Stock Unit Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

P. Golden Parachute Tax. In the event any other agreement between the Company and the Awardee does not contain any contrary provision regarding the method of avoiding or mitigating the impact of the golden parachute excise tax under Section 4999 of the Code on the Awardee, then notwithstanding any contrary provision of this Performance-Based Restricted Stock Unit Award Agreement or the Plan, if the aggregate present value of all parachute payments payable to or for the benefit of the Awardee, whether payable pursuant to the Plan or otherwise, shall exceed three times the Awardee's base amount less one dollar, then, to the extent necessary, this Award shall be reduced in order that this limitation not be exceeded, but only if, by reason of such reduction, the net after-tax benefit to the Awardee shall exceed the net after-tax benefit if such reduction, together with all other reductions of parachute payments otherwise applicable, were not made. For purposes of this subsection P, the terms "parachute payment," "base amount" and "present value" shall have the meanings assigned thereto under Section 280G of the Code. It is the intention of this subsection P to avoid excise taxes on the Awardee under Section 4999 of the Code or the disallowance of a deduction to the Company pursuant to Section 280G of the Code.

Q. NO GUARANTEE OF CONTINUED SERVICE. THE AWARDEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE STOCK UNITS PURSUANT TO THE TERMS HEREOF IS EARNED BASED ON THE COMPANY'S ACHIEVEMENT OF THE QUALIFYING PERFORMANCE CRITERIA AND BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED STOCK UNITS). THE

6

AWARDEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE PERFORMANCE PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH AWARDEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE AWARDEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Awardee's signature and the signature of the Company's representative below, the Awardee and the Company agree that this Award is granted under and governed by the terms and conditions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee has reviewed this Performance-Based Restricted Stock Unit Award Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Performance-Based Restricted Stock Unit Award Agreement and fully understands all provisions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator and the Committee upon any questions relating to this Performance-Based Restricted Stock Unit Award Agreement and the Plan.

The Awardee further agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Awardee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

[Signature page follows]

7

The Awardee hereby accepts the foregoing Performance-Based Restricted Stock Unit Award Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof.

AWARDEE:

Signature: _____
Printed Name: Michael Duginski

BERRY PETROLEUM COMPANY

Signature _____
Printed Name: _____
Title: _____

8

APPENDIX A

Qualifying Performance Criteria and Performance Measures

- Qualifying Performance Criteria.** The "Qualifying Performance Criteria" will be satisfied if the Consolidated Coverage Ratio (as defined with respect to the Company's 8.25% Senior Subordinated Notes) is not less than 2.50 at any time during the Performance Period.
- Performance Measures.** The Performance Measures applicable to the Performance-Based Restricted Stock Unit Award Agreement for the Performance Period from January 1, 2011 through December 31, 2013 shall be based on relative total shareholder return ("TSR") as measured against the Peer Companies and Production Growth.
- TSR.** TSR means stock price growth during the Performance Period, with any dividends during such period being reinvested. TSR is evaluated based on the ending value of a deemed \$100 initial investment. For purposes of determining TSR, the stock price shall be calculated based on the daily average stock price for the twenty trading days immediately prior to the beginning and end of the Performance Period. TSR shall be measured against the Peer Companies. The "Peer Companies" are Bill Barrett Corp., Cabot Oil & Gas Corp., Cimarex Energy Co., Comstock Resources Inc., Denbury Resources Inc., Forest Oil Corp., Penn Virginia Corp., Plains Explorations & Production Co., Quicksilver Resources Inc., SandRidge Energy, Inc., St. Mary Land & Exploration Co., Stone Energy Corp., Swift Energy Co., and Whiting Petroleum Corp., to the extent such entities or their successors are in existence and publicly traded as of the end of the Performance Period.
- Production Growth.** Production Growth means the Company's compound annual production growth as measured by average annual barrels of oil equivalent per day (excluding acquisitions and divestitures) ("BOE/D") for calendar years during the Performance Period as reported in the Company's 10-K. Production Growth will be measured with respect to the following assets of the Company owned at December 31, 2010: South Midway Asset Team, including Poso Creek and Ethel D; North Midway Asset Team, including Placerita and McKittrick 21Z; Unita Asset Team; Piceance Asset Team; East Texas Asset Team; and Permian Asset Team, including the Meritage, Belfair and Keystone acquisitions.
- Adjustments to Performance Measures.** The Committee may adjust the Performance Measures as it deems necessary to account for the following events: production gains and losses based on the purchase or sale of assets; extreme price volatility; impairment of assets and/or counterparty failures beyond management control; natural disasters; legislative actions taken which negatively affect operations or results; changes in accounting or tax rules which significantly affect outcomes; and any extraordinary, unusual or non-recurring items.

9

- Weighting.** For purposes of determining the Achievement Percentage, the Performance Measures shall be weighted as follows:

Performance Measure	Weighting
TSR	50%
Production Growth	50%

7. **Calculation of TSR Component.** The extent to which the TSR component of the Performance Measures is achieved (the “TSR Achievement”) shall be determined as set forth on the following chart:

	Threshold Performance	Target Performance	Maximum Performance
Performance Rate	3rd Quartile (25th percentile)	2nd Quartile (50th percentile)	1st Quartile (75th percentile)
TSR Achievement	25%	100%	175%

The TSR Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the TSR Achievement percentage shall be 0%.

8. **Calculation of Production Growth Component.** The extent to which the Production Growth component of the Performance Measures is achieved (the “Production Growth Achievement”) shall be determined as set forth on the following chart:

	Threshold Performance	Target Performance	Maximum Performance
Production Growth	41,100 BOE/D	47,100 BOE/D	53,200 BOE/D
Production Growth Achievement	25%	100%	175%

The Production Growth Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the Production Growth Achievement percentage shall be 0%.

9. **Determination of Achievement Percentage.** The Achievement Percentage for purpose of determining the Vested Units shall be the weighted (as set forth in Part 6 of this Appendix A) average of the TSR Achievement and the Production Growth Achievement.

10. **Change in Control Adjustments.** If a Change in Control of the Company occurs, the Committee may make such adjustments as it deems necessary in the calculation of the Performance Measures.

BERRY PETROLEUM COMPANY 2010 EQUITY INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the Berry Petroleum Company 2010 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Performance-Based Restricted Stock Unit Award Agreement.

I. NOTICE OF PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT

You have been granted performance-based restricted Stock Units, subject to the terms and conditions of the Plan and this Performance-Based Restricted Stock Unit Award Agreement, as follows:

Name of Awardee: David D. Wolf

Target Number of Stock Units ("Target Units"): 6,185

Maximum Number of Stock Units ("Maximum Award"): 10,824

Grant Date: March 2, 2011

Performance Period: January 1, 2011 through December 31, 2013

II. AGREEMENT

A. **Grant of Stock Units.** Pursuant to the terms and conditions set forth in this Performance-Based Restricted Stock Unit Award Agreement (including Section I above) and the Plan, the Committee hereby grants to the Awardee named in Section I above, on the Grant Date set forth in Section I above, the Target Units set forth in Section I above.

B. **Purchase of Stock Units.** No payment of cash is required for the Stock Units.

C. **Qualifying Performance Criteria.** Subject to the other provisions of this Performance-Based Restricted Stock Unit Award Agreement, for the Awardee to earn any portion of the Stock Units relating to this Performance-Based Restricted Stock Unit Award Agreement, the Qualifying Performance Criteria, as set forth in Appendix A hereto, must be satisfied. The Committee shall certify the achievement of the Qualifying Performance Criteria in writing prior to making any payment pursuant to this Performance-Based Restricted Stock Unit Award Agreement. For purposes of clarity, if the Qualifying Performance Criteria is not achieved, no amount shall be payable with respect to this Performance-Based Restricted Stock Unit Award Agreement except as otherwise provided in subsection E(2) and subsection E(3) below.

1

D. **Award Opportunity.**

(1) If the Qualifying Performance Criteria is met, except as otherwise provided in subsection E(2) and subsection E(3), the Awardee shall be qualified to earn up to the Maximum Award (as defined below), reduced as determined by taking into account the Performance Measures and the Achievement Percentage that is based upon the Committee's determination of whether and to what extent the Performance Measures have been achieved during the Performance Period. The Performance Measures established for the Performance Period are attached hereto as Appendix A and made a part hereof for all purposes. The term "Maximum Award" means the maximum amount potentially payable pursuant to the terms and provisions of this Performance-Based Restricted Stock Unit Award Agreement.

(2) If the Qualifying Performance Criteria is met, following the close of the Performance Period, the Committee shall determine the extent to which each Performance Measure has been achieved. If the Company has performed at or above the threshold level of achievement for a Performance Measure, the Achievement Percentage shall be between 25% and 175%, with a target level of achievement resulting in an Achievement Percentage of 100%. In no event shall the Achievement Percentage exceed 175%. The combined level of achievement is the sum of the weighted achievements of the Performance Goals as approved by the Committee. Upon completing its determination of the level at which the Performance Measures have been achieved, the Committee shall notify the Awardee, in the form and manner as determined by the Committee, of the number of shares of Common Stock (the "Vested Shares") that will be issued to the Awardee pursuant to subsection E(6), which shall equal the number of Target Units multiplied by the Achievement Percentage, but not to exceed the Maximum Award.

E. **Vesting/Delivery of Shares.**

(1) **Vesting.** Unless earlier forfeited in accordance with this subsection E or unless earlier vested in accordance with subsection E(2) or subsection E(3), the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement, if any, shall vest on the date the Committee determines that each Performance Measure has been met (as provided in subsection D) (the "Determination Date"). As soon as administratively practicable after the Company files SEC Form 10-K for the fiscal year ending December 31, 2013, the Committee shall notify the Awardee as required by subsection D of the level at which the Performance Measures established for the Performance Period have been achieved.

(2) **Change in Control.** In the event of a Change in Control prior to the end of the Performance Period, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately prior to the date of the Change in Control and shall be deemed to have been earned at the Target level as specified in Appendix A. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

2

(3) Death and Disability. If the Awardee becomes Disabled prior to Termination of Service or the Awardee's Termination of Service is due to death, then without regard to the Qualifying Performance Criteria in subsection C hereof, this Performance-Based Restricted Stock Unit Award shall vest immediately in the number of shares of Common Stock equal to the Target Units. The Awardee's right to receive any additional shares pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time.

(4) Forfeiture of Stock Units. If the Awardee's Termination of Service occurs for any reason except as set forth in subsection E(3) prior to the date shares of Common Stock are delivered to the Awardee in settlement of this Performance-Based Restricted Stock Unit Award Agreement and prior to the date of vesting pursuant to subsection E(2), then the Awardee's right to receive any shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be forfeited at such time. The Awardee's termination of employment shall not constitute a Termination of Service if the Awardee continues to have the status of a Service Provider under the Plan as a Director

(5) Form of Delivery. The Vested Units are payable in a single lump sum transfer of whole shares of Common Stock. Any fractional shares will be rounded down to the nearest whole share.

(6) Timing of Delivery.

- (i) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(1), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee in the calendar year in which occurs the Determination Date.
- (ii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(2), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee no later than 15 days after the date of the Change in Control.
- (iii) If the Awardee's right to receive shares of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement has vested pursuant to subsection E(3), a number of shares of Common Stock equal to the Awardee's Vested Units shall be delivered to the Awardee or the Awardee's representative within 70 days after the date of the Awardee's death or Disability, as applicable.

3

(7) Definitions:

- (i) The term "Achievement Percentage" means the percentage of achievement determined by the Committee after the end of the Performance Period in accordance with subsection D that reflects the extent to which the Company achieved the Performance Measures during the Performance Period.
- (ii) The term "Change in Control" shall mean and shall be deemed to have occurred if and when any one of the following four events occurs: (i) within the meaning of Section 13(d) of the Exchange Act, any person or group becomes a beneficial owner, directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then outstanding securities, without the prior approval of the Company; (ii) an election of Directors not in accord with the recommendations of the majority of the Directors who were in office prior to the pending election; (iii) the consummation of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities which are not subsidiaries, as a result of which less than 50% of the outstanding securities of the surviving or resulting entity are, or are to be, owned by former stockholders of the Company (excluding from the term "former stockholders" a stockholder who is, or as a result of the transaction in question, becomes an "affiliate," as that term is used in the Exchange Act and the Rules promulgated thereunder, of any party to such merger, consolidation or reorganization); or (iv) the sale of substantially all of the Company's business and/or assets (in one transaction or a series of related transactions) to a person or entity which is not a subsidiary.
- (iii) The term "Disability" has the meaning set forth in Section 1.409A-3(i)(4) of the Treasury Regulations and shall be determined by the Administrator in its sole discretion.
- (iv) The term "Performance Measures" means the performance criteria selected by the Committee for purposes of measuring the amount the Awardee is entitled to under this Performance-Based Restricted Stock Unit Award Agreement and is attached hereto as Appendix A.
- (v) The term "Vested Units" means the shares of Common Stock actually issued to the Awardee following the Awardee's satisfaction of the vesting provisions of subsection E, subject, if applicable, to the determination by the Committee of the achievement of the Qualifying Performance Criteria pursuant to subsection C.

4

F. No Interest in Company Assets. The Awardee shall not have any interest in any fund or specific asset of the Company by reason of the Stock Units.

G. No Rights as a Stockholder Prior to Delivery. The Awardee shall not have any right, title or interest in, or be entitled to vote in respect of, or otherwise be considered the owner of, any of the shares of Common Stock covered by the Stock Units. The Awardee shall not be entitled to receive distributions from, or dividend equivalents with respect to, the shares of Common Stock covered by the Stock Units.

H. Regulatory Compliance. The issuance of Common Stock pursuant to this Performance-Based Restricted Stock Unit Award Agreement shall be subject to full compliance with all applicable requirements of law and the requirements of any stock exchange or interdealer quotation system upon which the Common Stock may be listed or traded.

I. Withholding Tax. The Company's obligation to deliver any Shares upon vesting of Stock Units shall be subject to the satisfaction of all applicable federal, state, local and foreign income, and employment tax withholding requirements. The Awardee shall pay to the Company an amount equal to the withholding amount (or the Company may withhold such amount from the Awardee's salary) in cash. At the Administrator's election, the Awardee may pay the withholding amount with Shares; provided, however, that payment in Shares shall be limited to the withholding amount calculated using the minimum statutory withholding rates.

J. Plan. This Performance-Based Restricted Stock Unit Award Agreement is subject to all of the terms and provisions of the Plan, receipt of a copy of which is hereby acknowledged by the Awardee. The Awardee hereby agrees to accept as binding, conclusive, and final all decisions and interpretations of the Administrator and the Committee upon any questions arising under the Plan and this Performance-Based Restricted Stock Unit Award Agreement.

K. Successors. This Performance-Based Restricted Stock Unit Award Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, heirs, and permitted successors and assigns.

L. Restrictions on Transfer. The Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise. No right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. Any assignment in violation of this subsection L shall be void.

M. Restrictions on Resale. The Awardee agrees not to sell any Shares that have been issued pursuant to this Performance-Based Restricted Stock Unit Award Agreement at a time when Applicable Laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction shall apply as long as the Awardee is a Service Provider and for such period of time after the Awardee's Termination of Service as the Administrator may specify.

5

N. Tax Compliance Issues.

The Company, in its sole discretion, may take any steps that it deems appropriate or necessary to satisfy its state and federal tax withholding obligations in connection with this award of Stock Units.

This Performance-Based Restricted Stock Unit Award Agreement shall be interpreted and operated in a manner consistent with Section 409A of the Code, so as to avoid adverse tax consequences in connection with this award of Stock Units, and the time of delivery in subsection E(6) hereof is within the short-term deferral period described in Section 1.409A-1(b)(4) of the Treasury Regulations. The Company reserves the right, exercisable in its sole discretion and without the Awardee's consent, to amend the Plan and this Performance-Based Restricted Stock Unit Award Agreement in order to accomplish such result.

O. Entire Agreement; Governing Law. This Performance-Based Restricted Stock Unit Award Agreement and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, including, but not limited to, any Employment Agreement, Employment Contract or Change in Control Severance Protection Agreement between the Company and Awardee, and, except as provided in subsection N above, may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee. This Performance-Based Restricted Stock Unit Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of Colorado.

P. Golden Parachute Tax. In the event any other agreement between the Company and the Awardee does not contain any contrary provision regarding the method of avoiding or mitigating the impact of the golden parachute excise tax under Section 4999 of the Code on the Awardee, then notwithstanding any contrary provision of this Performance-Based Restricted Stock Unit Award Agreement or the Plan, if the aggregate present value of all parachute payments payable to or for the benefit of the Awardee, whether payable pursuant to the Plan or otherwise, shall exceed three times the Awardee's base amount less one dollar, then, to the extent necessary, this Award shall be reduced in order that this limitation not be exceeded, but only if, by reason of such reduction, the net after-tax benefit to the Awardee shall exceed the net after-tax benefit if such reduction, together with all other reductions of parachute payments otherwise applicable, were not made. For purposes of this subsection P, the terms "parachute payment," "base amount" and "present value" shall have the meanings assigned thereto under Section 280G of the Code. It is the intention of this subsection P to avoid excise taxes on the Awardee under Section 4999 of the Code or the disallowance of a deduction to the Company pursuant to Section 280G of the Code.

Q. NO GUARANTEE OF CONTINUED SERVICE. THE AWARDEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE STOCK UNITS PURSUANT TO THE TERMS HEREOF IS EARNED BASED ON THE COMPANY'S ACHIEVEMENT OF THE QUALIFYING PERFORMANCE CRITERIA AND BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED STOCK UNITS). THE

6

AWARDEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE PERFORMANCE PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH AWARDEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE AWARDEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

By the Awardee's signature and the signature of the Company's representative below, the Awardee and the Company agree that this Award is granted under and governed by the terms and conditions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee has reviewed this Performance-Based Restricted Stock Unit Award Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Performance-Based Restricted Stock Unit Award Agreement and fully understands all provisions of this Performance-Based Restricted Stock Unit Award Agreement and the Plan. The Awardee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator and the Committee upon any questions relating to this Performance-Based Restricted Stock Unit Award Agreement and the Plan.

The Awardee further agrees that the Company may deliver by email all documents relating to the Plan or this Award (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). The Awardee also agrees that the Company may deliver these documents by posting them on a web site maintained by the Company or by a third party under contract with the Company.

[Signature page follows]

7

The Awardee hereby accepts the foregoing Performance-Based Restricted Stock Unit Award Agreement, subject to the terms and provisions of the Plan and administrative interpretations thereof.

AWARDEE:

Signature: _____
Printed Name: David D. Wolf

BERRY PETROLEUM COMPANY

Signature _____
Printed Name: _____
Title: _____

8

APPENDIX A

Qualifying Performance Criteria and Performance Measures

- Qualifying Performance Criteria.** The "Qualifying Performance Criteria" will be satisfied if the Consolidated Coverage Ratio (as defined with respect to the Company's 8.25% Senior Subordinated Notes) is not less than 2.50 at any time during the Performance Period.
- Performance Measures.** The Performance Measures applicable to the Performance-Based Restricted Stock Unit Award Agreement for the Performance Period from January 1, 2011 through December 31, 2013 shall be based on relative total shareholder return ("TSR") as measured against the Peer Companies and Production Growth.
- TSR.** TSR means stock price growth during the Performance Period, with any dividends during such period being reinvested. TSR is evaluated based on the ending value of a deemed \$100 initial investment. For purposes of determining TSR, the stock price shall be calculated based on the daily average stock price for the twenty trading days immediately prior to the beginning and end of the Performance Period. TSR shall be measured against the Peer Companies. The "Peer Companies" are Bill Barrett Corp., Cabot Oil & Gas Corp., Cimarex Energy Co., Comstock Resources Inc., Denbury Resources Inc., Forest Oil Corp., Penn Virginia Corp., Plains Explorations & Production Co., Quicksilver Resources Inc., SandRidge Energy, Inc., St. Mary Land & Exploration Co., Stone Energy Corp., Swift Energy Co., and Whiting Petroleum Corp., to the extent such entities or their successors are in existence and publicly traded as of the end of the Performance Period.
- Production Growth.** Production Growth means the Company's compound annual production growth as measured by average annual barrels of oil equivalent per day (excluding acquisitions and divestitures) ("BOE/D") for calendar years during the Performance Period as reported in the Company's 10-K. Production Growth will be measured with respect to the following assets of the Company owned at December 31, 2010: South Midway Asset Team, including Poso Creek and Ethel D; North Midway Asset Team, including Placerita and McKittrick 21Z; Unita Asset Team; Piceance Asset Team; East Texas Asset Team; and Permian Asset Team, including the Meritage, Belfair and Keystone acquisitions.
- Adjustments to Performance Measures.** The Committee may adjust the Performance Measures as it deems necessary to account for the following events: production gains and losses based on the purchase or sale of assets; extreme price volatility; impairment of assets and/or counterparty failures beyond management control; natural disasters; legislative actions taken which negatively affect operations or results; changes in accounting or tax rules which significantly affect outcomes; and any extraordinary, unusual or non-recurring items.

9

-
- Weighting.** For purposes of determining the Achievement Percentage, the Performance Measures shall be weighted as follows:

Performance Measure	Weighting
TSR	50%
Production Growth	50%

7. **Calculation of TSR Component.** The extent to which the TSR component of the Performance Measures is achieved (the “TSR Achievement”) shall be determined as set forth on the following chart:

	Threshold Performance	Target Performance	Maximum Performance
Performance Rate	3rd Quartile (25th percentile)	2nd Quartile (50th percentile)	1st Quartile (75th percentile)
TSR Achievement	25%	100%	175%

The TSR Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the TSR Achievement percentage shall be 0%.

8. **Calculation of Production Growth Component.** The extent to which the Production Growth component of the Performance Measures is achieved (the “Production Growth Achievement”) shall be determined as set forth on the following chart:

	Threshold Performance	Target Performance	Maximum Performance
Production Growth	41,100 BOE/D	47,100 BOE/D	53,200 BOE/D
Production Growth Achievement	25%	100%	175%

The Production Growth Achievement for performance between Threshold Performance and Target Performance, or between Target Performance and Maximum Performance, shall be determined by linear interpolation between the values listed in the chart above. If the Threshold Performance condition is not satisfied, the Production Growth Achievement percentage shall be 0%.

9. **Determination of Achievement Percentage.** The Achievement Percentage for purpose of determining the Vested Units shall be the weighted (as set forth in Part 6 of this Appendix A) average of the TSR Achievement and the Production Growth Achievement.

10. **Change in Control Adjustments.** If a Change in Control of the Company occurs, the Committee may make such adjustments as it deems necessary in the calculation of the Performance Measures.