

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC TO-T/A

Third party tender offer statement [amend]

Filing Date: **2011-11-07**  
SEC Accession No. **0000950123-11-096037**

([HTML Version](#) on [secdatabase.com](http://secdatabase.com))

### SUBJECT COMPANY

#### BRIGHAM EXPLORATION CO

CIK: **1034755** | IRS No.: **752692967** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **SC TO-T/A** | Act: **34** | File No.: **005-51001** | Film No.: **111185566**  
SIC: **1311** Crude petroleum & natural gas

Mailing Address  
*6300 BRIDGE POINT  
PARKWAY  
BLDG 2 SUITE 500  
AUSTIN TX 78730*

Business Address  
*6300 BRIDGE POINT  
PARKWAY  
BLDG 2 SUITE 500  
AUSTIN TX 78730  
5124273300*

### FILED BY

#### STATOIL ASA

CIK: **1140625** | IRS No.: **000000000** | Fiscal Year End: **1231**  
Type: **SC TO-T/A**  
SIC: **2911** Petroleum refining

Mailing Address  
*FORUSBEEN 50  
STAVANGER Q8 N 4035*

Business Address  
*FORUSBEEN 50  
STAVANGER NORWAY Q8 N  
4035  
47 51 99 00 00*



**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE TO**

**(RULE 14d-100)**

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1)  
OR SECTION 13(e)(1) OF THE SECURITIES EXCHANGE ACT OF 1934.**

**(AMENDMENT NO. 2)**

**BRIGHAM EXPLORATION COMPANY**

*(Name of Subject Company (Issuer))*

**FARGO ACQUISITION INC.**

*a wholly owned subsidiary of*

**STATOIL ASA**

*(Names of Filing Persons (Offerors))*

**Common Stock, par value \$0.01 per share**

*(Title of Class of Securities)*

**109178 10 3**

*(CUSIP Number of Class of Securities)*

**Torgrim Reitan**

**Chief Financial Officer**

**Statoil ASA**

**Forusbeen 50, N-4035**

**Stavanger, Norway**

**Telephone No.: 011-47-5199-0000**

**Fax No.: 011-47-5199-0050**

*(Name, address and telephone number of person authorized  
to receive notices and communications on behalf of filing persons)*

*with copies to:*

**Jeffery Floyd**

**Vinson & Elkins L.L.P.**

**First City Tower**

**1001 Fannin Street, Suite 2500**

**Houston, TX 77002**

**(713) 758-2222**

**(713) 758-2346 (fax)**

**Christopher G. Schmitt**

**Vinson & Elkins L.L.P.**

**2801 Via Fortuna, Suite 100**

**Austin, TX 78746**

**(512) 542-8400**

**(512) 542-8612 (fax)**

**CALCULATION OF FILING FEE**

<b>Transaction Valuation*</b>	<b>Amount of Filing Fee**</b>
<b>\$ 4,442,601,588</b>	<b>\$ 509,122</b>

\* The transaction valuation is an estimate calculated solely for purposes of determining the amount of the filing fee. The transaction valuation is equal to the sum of (a) an amount equal to \$36.50, the per share tender offer price, multiplied by the sum of 117,314,532, the

number of shares of common stock issued and outstanding (including 657,928 shares of restricted stock), plus (b) an amount equal to 4,400,580, the number of shares of common stock that were reserved for issuance pursuant to stock option plans, multiplied by \$36.50. No shares of common stock were held by the issuer in its treasury. The foregoing share figures have been provided by the issuer to the offerors and are as of October 14, 2011, the most recent practicable date.

\*\* The amount of the filing fee calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Advisory #3 for fiscal year 2012, issued September 29, 2011 by the Securities and Exchange Commission, equals \$114.60 per million of the value of the transaction.

- Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:	\$509,122	Filing Party:	Statoil ASA
Form or Registration No.:	Schedule TO-T	Date Filed:	October 28, 2011

- Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.  amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer).
- Rule 14d-1(d) (Cross-Border Third-Party Tender Offer).

## **TABLE OF CONTENTS**

[Item 5. Past Contacts, Transactions, Negotiations and Agreements](#)

[Item 11. Additional Information](#)

[Item 12. Exhibits](#)

[SIGNATURES](#)

[EXHIBIT INDEX](#)

[EX-99.A.1.H](#)

[EX-99.D.8](#)

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## Table of Contents

This Amendment No. 2 (the “**Amendment**”) amends and supplements the Tender Offer Statement on Schedule TO (which, together with any amendments and supplements thereto, collectively constitute the “**Schedule TO**”) originally filed with the Securities and Exchange Commission on October 28, 2011 by Statoil ASA, a public limited liability company organized under the laws of Norway (“**Statoil**”), and amended on November 1, 2011 (as amended, the “**Schedule TO**”). The Schedule TO relates to the offer by Fargo Acquisition Inc., a Delaware corporation and an indirect, wholly owned subsidiary of Statoil (“**Purchaser**”), to purchase all of the shares of common stock, par value \$0.01 per share (“**Shares**”), of Brigham Exploration Company, a Delaware corporation (“**Brigham**”), that are issued and outstanding at a price of \$36.50 per Share, net to the seller in cash, without interest thereon and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the offer to purchase, dated October 28, 2011 (the “**Offer to Purchase**”). A copy of the Offer to Purchase is filed with the Schedule TO as Exhibit (a)(1)(A), and a copy of the related letter of transmittal is filed with the Schedule TO as Exhibit (a)(1)(B). Capitalized terms used and not otherwise defined in this Amendment have the meanings assigned to such terms in the Schedule TO or the Offer to Purchase. This Amendment is being filed on behalf of Statoil.

### **Item 5. Past Contacts, Transactions, Negotiations and Agreements.**

The information set forth in the section of the Offer to Purchase entitled “The Merger Agreement; Other Agreements” is hereby amended and supplemented by adding the following at the end thereof:

#### **“Understanding Regarding Name Usage**

On November 3, 2011, Brigham, Brigham’s wholly owned subsidiaries, Statoil USA Properties Inc., a wholly owned subsidiary of Statoil and the direct parent of Purchaser, and Bud Brigham entered into an Understanding Regarding Name Usage, effective as of the Effective Time (the “**Name Usage Agreement**”), relating to the use of the corporate names of Brigham and each of its wholly owned subsidiaries. Pursuant to the Name Usage Agreement, each of Brigham and its wholly owned subsidiaries will be permitted to continue to use the name “Brigham” in their respective corporate names for a reasonable period of time, not to exceed eighteen months, following the Effective Time. During such period, Bud Brigham will be prohibited from using certain names containing the name “Brigham” without Statoil’s consent.

The foregoing description of the Name Usage Agreement is qualified in its entirety by reference to the Name Usage Agreement itself, which is incorporated herein by reference and a copy of which has been filed with the SEC as an exhibit to the Schedule TO.”

### **Item 11. Additional Information.**

(a) The information set forth in the section of the Offer to Purchase entitled “Certain Legal Matters; Regulatory Approvals – Litigation” is hereby amended and supplemented by adding the following at the end thereof:

“On November 7, 2011, a sixth putative class action was filed in District Court in Travis County, Texas purportedly on behalf of a class of stockholders of Brigham; *Ohler, et.al. v. Brigham Exploration Company, et.al.*; Cause No. D-1-GN-11-003418 (the “**Ohler Complaint**”). The Ohler Complaint names as defendants Brigham, certain of its officers and directors, Statoil and Purchaser. The Ohler Complaint seeks certification of a class of Brigham stockholders and generally alleges breach of fiduciary duties by Brigham’s officers and directors. Specifically, it challenges (1) the valuation of Brigham as a company, (2) certain terms of the Merger Agreement (including the No-Solicitation provision, the Top-Up Option, the Termination Fee, and others), (3) the employment and consulting agreements with Ben M. “Bud” Brigham, David B. Brigham, and Mr. Eugene B. Shepherd, and (4) the process by which Statoil’s offer was evaluated and approved, including the alleged failure to adequately conduct an appropriate sale process. It also alleges self dealing by Bud Brigham and David Brigham (primarily in connection with their employment and consulting agreements) and alleges that Statoil and/or Purchaser aided and abetted the purported breaches of fiduciary duties by Brigham’s directors. It also alleges that the Solicitation/Recommendation Statement on Schedule 14D-9 omits and/or misrepresents material information concerning, among other things: (a) the sales process for Brigham, (b) the information underlying Jefferies’ fairness opinion, and (c) an alleged conflict of interest between Brigham, Statoil, and their financial advisors. The Ohler Complaint seeks, among other relief, an injunction prohibiting the transactions contemplated by the Merger Agreement, rescinding, to the extent already implemented any terms of the Merger Agreement, damages to the members of the putative class, attorneys’ fees and

## Table of Contents

experts' fees. Statoil and Purchaser believe the Ohler Complaint is without merit and intend to defend themselves vigorously."

The information set forth in the section of the Offer to Purchase entitled "Certain Legal Matters; Regulatory Approvals – Antitrust Compliance" is hereby amended and supplemented by adding the following at the end thereof:

"On November 7, 2011, the FTC notified Statoil, Purchaser and Brigham that early termination of the waiting period under the HSR Act applicable to the Offer and the Merger had been granted. Accordingly, the condition to the Offer relating to the expiration or termination of the applicable waiting periods under the HSR Act has been satisfied. The closing of the transaction remains subject to the other conditions as disclosed in "Section 15–Conditions to the Offer" contained in the Offer to Purchase."

### **Item 12. Exhibits**

Item 12 of the Schedule TO is hereby amended to read in its entirety as follows:

<u>Exhibit No.</u>	<u>Description</u>
(a)(1)(A)	Offer to Purchase, dated October 28, 2011*
(a)(1)(B)	Letter of Transmittal*
(a)(1)(C)	Notice of Guaranteed Delivery*
(a)(1)(D)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees*
(a)(1)(E)	Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees*
(a)(1)(F)	Summary Advertisement as published in the Wall Street Journal on October 28, 2011***
(a)(1)(G)	Press Release issued by Statoil ASA, dated October 28, 2011***
(a)(1)(H)	Notice to Participants in Brigham, Inc. 401(k) Plan**†
(d)(1)	Agreement and Plan of Merger, dated October 17, 2011, by and among Statoil ASA, Fargo Acquisition Inc. and Brigham Exploration Company (incorporated by reference to Exhibit 99.5 to the Schedule TO-C filed by Statoil ASA with the Securities and Exchange Commission on October 17, 2011)
(d)(2)	Tender and Voting Agreement, dated October 17, 2011, by and among Statoil ASA, Fargo Acquisition Inc. and the directors and executive officers of Brigham Exploration Company***
(d)(3)	Terms and Conditions of Continued Employment, dated October 16, 2011, between Statoil Gulf Services LLC and Jeffery E. Larson***
(d)(4)	Terms and Conditions of Continued Employment, dated October 16, 2011, between Statoil Gulf Services LLC and A. Lance Langford***
(d)(5)	Non-Solicitation Agreement, dated June 17, 2011, by and among Statoil ASA and Brigham Exploration Company***
(d)(6)	Confidentiality Agreement, dated December 29, 2010, by and among Statoil ASA and Brigham Exploration Company***
(d)(7)	Letter Agreement dated October 27, 2011 amending the Agreement and Plan of Merger dated October 17, 2011, by and among Statoil ASA, Fargo Acquisition Inc. and Brigham Exploration Company***
(d)(8)	Understanding Regarding Name Usage, dated November 3, 2011, by and among Brigham Exploration Company, Brigham, Inc., Brigham Oil & Gas, L.P., Statoil USA Properties Inc., and Ben M. Brigham**

\* Previously filed and included in mailing to stockholders.

\*\* Filed herewith.

\*\*\* Previously filed.

† To be mailed to participants in Brigham, Inc. 401(k) Plan.





**SIGNATURES**

After due inquiry and to the best of their knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Fargo Acquisition Inc.

By: /s/ Irene Rummelhoff

Name: Irene Rummelhoff

Title: President

Statoil ASA

By: /s/ William V. Maloney

Name: William V. Maloney

Title: Executive Vice President

Dated: November 7, 2011

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EXHIBIT INDEX

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\* Previously filed and included in mailing to stockholders.

\*\* Filed herewith.

\*\*\* Previously filed.

† To be mailed to participants in Brigham, Inc. 401(k) Plan.

**NOTICE TO PARTICIPANTS IN THE  
BRIGHAM, INC. 401(k) PLAN**

November 7, 2011

Dear Plan Participant:

**The Tender Offer**

As you may know, Fargo Acquisition Inc., a Delaware corporation (“Purchaser”) and an indirect wholly-owned subsidiary of Statoil ASA, announced on October 17, 2011, an offer to purchase for cash all outstanding common shares, par value \$0.01 (“Shares”), of Brigham Exploration Corporation, a Delaware corporation (“Brigham”), at a price of \$36.50 per Share, net to the seller in cash (the “Offer Price”), without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase dated October 28, 2011 (which, together with any amendments or supplements thereto, collectively constitute the “Offer”). Also enclosed is Brigham’s Solicitation/Recommendation Statement on Schedule 14D-9, which sets forth, among other things, the recommendation by the Brigham board of directors that Brigham shareholders tender their Shares into the Offer.

**Your Prompt Response is Requested**

The Offer is being made for all outstanding Shares, including those Shares credited to your accounts under the Brigham, Inc. 401(k) Plan (the “Plan”). As a participant in the Plan, if a portion of your accounts is invested in the Brigham Exploration Company Stock Fund (the “Company Stock Fund”), you are encouraged to provide directions to The Charles Schwab Trust Company (the “Trustee”), the trustee of the Plan, to tender all, some or none of the Shares allocated to your separate Plan accounts. By instructing the Trustee to “tender” the Shares allocated to your separate Plan accounts, you are instructing the Trustee to surrender those Shares for cash in connection with the Offer.

If you would like to tender Shares allocated to your accounts under the Plan in the Offer, you must provide your directions by promptly completing and returning the enclosed Tender Offer Instruction Form to Kaarina Larsen at The Standard, the Plan’s third-party administrator. If you do not send timely tender instructions to Kaarina Larsen at The Standard, regardless of the means you use to do so, the Trustee will treat this as an instruction NOT to tender.

In order to direct the Trustee, your direction, however submitted, must be received by Kaarina Larsen at The Standard, no later than 12:00 noon, Central time, on November 28, 2011 (the “Plan Deadline”). The speediest way to submit your instructions is via Internet by completing, signing, dating and scanning the enclosed Tender Offer Instruction Form and e-mailing it to [Kaarina.Larsen@standard.com](mailto:Kaarina.Larsen@standard.com). However, if you prefer to do so, you may submit your written instructions by returning your completed, signed and dated Tender Offer Instruction Form in the enclosed postage-prepaid envelope and mailing it to Kaarina Larsen, The Standard, 1100 SW Sixth Avenue, Portland, OR 97204. In the event that the Purchaser extends the expiration date for the Offer (currently 12:00 Midnight, New York City time, at the end of Wednesday, November 30, 2011), the Plan Deadline will automatically be extended to 12:00 noon, Central time, on the date that is two business days prior to the new expiration date. Any extensions of the expiration date for the Offer will be publicly announced by the Purchaser or Statoil ASA.

### Enclosed For Your Review

Enclosed for your review are the following materials about the Offer:

1. The Offer to Purchase;
2. The Letter of Transmittal, together with the included Internal Revenue Service Form W-9 (**Please note that the Letter of Transmittal is provided for informational purposes only and cannot be used to tender your shares**);
3. A Tender Offer Instruction Form; and
4. A postage-paid reply envelope.

The enclosed information relates only to Shares allocated to your Plan accounts. If you own other Shares outside of the Plan, you should receive separate mailings relating to those Shares.

Please provide your instructions to Kaarina Larsen at The Standard. The speediest way to submit your instructions is via Internet by completing, signing, dating and scanning the enclosed Tender Offer Instruction Form and e-mailing it to [Kaarina.Larsen@standard.com](mailto:Kaarina.Larsen@standard.com). However, if you prefer to do so, you may submit your written instructions by promptly completing, signing and dating the enclosed Tender Offer Instruction Form and mailing it to Kaarina Larsen at The Standard in the enclosed postage paid reply envelope. If you have instructed the Trustee to tender some or all of the Shares credited to your accounts under the Plan, you may withdraw this instruction by submitting a new direction, which will have the effect of revoking your prior instruction. No matter how many instructions you submit, only your last instruction received by the Kaarina Larsen at The Standard prior to the Plan Deadline will count for tabulation purposes. All new instructions must be received by Kaarina Larsen at The Standard on or before the Plan Deadline, which is 12:00 noon, Central time, on November 28, 2011.

**Please note, if your tender instructions are not received on or before the Plan Deadline, the Trustee will NOT tender your Shares, unless required by law to do otherwise.**

### Proceeds from Tender

The Trustee initially will invest proceeds from the tender of the Shares credited to your accounts under the Plan in the default investment alternative designated by the Administrator, which is the Schwab Advantage Money Market Fund. You will have the opportunity subsequently to redirect those proceeds into another investment available under the Plan.

### For Additional Information

If you have any questions about the Offer, please contact Innisfree M&A Incorporated, the information agent for the Offer, toll-free at 877-687-1875. Additionally, all tender offer materials that have been filed with the U.S. Securities and Exchange Commission are available online at [www.sec.gov](http://www.sec.gov). You may also call the above number to request a new Tender Offer Instruction Form or for assistance in filling out the form.

Sincerely,

Brigham, Inc., as Administrator of the Plan

**TENDER OFFER INSTRUCTION FORM  
BRIGHAM, INC. 401(k) PLAN**

**BEFORE COMPLETING THIS FORM, PLEASE CAREFULLY READ  
THE ACCOMPANYING INFORMATION**

In response to the offer by Fargo Acquisition Inc., a Delaware corporation (“Purchaser”) and an indirect wholly-owned subsidiary of Statoil ASA, announced on October 17, 2011 as an offer to purchase for cash all outstanding common shares, par value \$0.01 (“Shares”), of Brigham Exploration Company, a Delaware corporation (“Brigham”), at a price of \$36.50 per Share, net to the stockholder in cash (the “Offer Price”), without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase dated October 28, 2011 (which, together with any amendments or supplements thereto, collectively constitute the “Offer”), I hereby instruct The Charles Schwab Trust Company (the “Trustee”) to tender or not to tender the Shares allocated to my accounts under the Brigham, Inc. 401(k) Plan (the “Plan”) in response to the Offer as follows (**PLEASE CHECK ONE BOX AND COMPLETE THE REMAINDER OF FORM—If more than one box is checked below your election may be disregarded**):

**YES.** I DIRECT THE TRUSTEE TO TENDER ALL OF THE SHARES ALLOCATED TO MY PLAN ACCOUNTS IN RESPONSE TO THE TENDER OFFER.

**YES.** I DIRECT THE TRUSTEE TO TENDER A PORTION (1%-99%, WHOLE PERCENTAGE ONLY) OF THE SHARES ALLOCATED TO MY PLAN ACCOUNTS IN RESPONSE TO THE TENDER OFFER. *If you fail to insert a (whole) percentage, your election will be treated as an election NOT to tender any of your Shares.*

**NO.** I DIRECT THE TRUSTEE NOT TO TENDER ANY OF THE SHARES ALLOCATED TO MY PLAN ACCOUNTS IN RESPONSE TO THE TENDER OFFER.

You may submit your tender instruction to Kaarina Larsen at The Standard, the Plan’s third-party administrator, by Internet or by mail. To submit by Internet, complete this form, scan it and e-mail it to [Kaarina.Larsen@standard.com](mailto:Kaarina.Larsen@standard.com). To submit by mail, complete this form and mail it to Kaarina Larsen, The Standard, 1100 SW Sixth Avenue, Portland, OR 97204.

**Regardless of the manner in which they are submitted, Tender Offer Instructions that are not timely received by Kaarina Larsen at The Standard, and those received without a box checked above or with more than one box checked, will be treated as an instruction not to tender Shares.**

The speediest way to submit your instructions is via Internet. However, if you prefer to do so, you may submit your written instructions by mailing this completed form promptly in the enclosed postage-paid envelope.

**YOUR INSTRUCTION, HOWEVER SUBMITTED, MUST BE RECEIVED BY KAARINA LARSEN AT THE STANDARD LATER THAN 12:00 NOON, CENTRAL TIME, ON NOVEMBER 28, 2011, OR YOUR SHARES WILL NOT BE TENDERED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Daytime Phone Number

## UNDERSTANDING REGARDING NAME USAGE

This UNDERSTANDING REGARDING NAME USAGE (this "Agreement"), dated as of November 3, 2011 but to be effective as set forth below, is made by and between Brigham Exploration Company (the "Company") and its subsidiaries, Brigham, Inc. and Brigham Oil & Gas, L.P. (each a "Brigham Company" and collectively, the "Brigham Companies"), Ben M. Brigham ("Brigham"), and Statoil USA Properties Inc., a Delaware corporation ("Statoil").

### RECITALS

WHEREAS, the Brigham Companies have used the names set forth above as their corporate names in connection with their respective businesses; and

WHEREAS, Brigham's name is also Brigham, and therefore he has legal rights to use the name Brigham; and

WHEREAS, Fargo Acquisition Inc., a Delaware corporation and wholly-owned subsidiary of Statoil, Statoil ASA and the Company have entered into an Agreement and Plan of Merger dated as of October 17, 2011 (the "Merger Agreement"), pursuant to which, among other things, (i) Fargo Acquisition Inc. will commence an Offer to purchase the common stock of the Company, and (ii) after the acquisition of common stock pursuant to the Offer, Fargo Acquisition Inc. shall merge with and into the Company, with the Company being the surviving corporation (the "Merger"). At the "Effective Time" (as such term is defined in the Merger Agreement) and as a result of the Merger, the separate corporate existence of Fargo Acquisition Inc. shall cease and the Company shall continue as the surviving corporation of the Merger;

WHEREAS, effective as of the Effective Time, the Brigham Companies and Brigham wish to confirm each party's intentions with respect to the use of the name Brigham.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. This Agreement is effective as of the Effective Time and will not take effect if the Effective Time does not occur.
2. Each Brigham Company shall be free to use its current corporate name each in the same manner and for the same purposes as used by the respective Brigham Company prior to the Effective Time for a reasonable period of time, not to exceed eighteen (18) months, after the Effective Time (the "Wind-Down Period"), during which period each Brigham Company will change its corporate name to a name that does not include "Brigham". Additionally, following such change of name and during the remainder of the Wind-Down Period, each Brigham Company will be entitled to state on company letterhead and similar materials the new company name of such Brigham Company followed by "formerly known as" or "f/k/a" Brigham Exploration Company, Brigham, Inc. or Brigham Oil & Gas, L.P., as applicable.

3. During the Wind-Down Period, Brigham will not utilize any of the names of the Brigham Companies or any name including any combination of the word "Brigham" plus any one or more of the following: "Exploration", "Oil" or "Gas", unless he obtains the prior written consent of Parent.

4. Each party agrees (and agrees to cause its affiliates) not to contest, challenge or interfere with each other party's exercise of its rights to utilize the name Brigham as permitted by law and in accord with this Agreement.

5. Each party agrees, at the expense of the requesting party, to execute and deliver all other documents as may be reasonably necessary to satisfy the intents and purposes set forth in this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, the Brigham Companies, Brigham and Statoil executed or have caused their duly authorized representatives to execute this Agreement effective as of the date first above written.

**Brigham Exploration Company**

By: /s/ Eugene B. Shepherd, Jr.  
Name: Eugene B. Shepherd, Jr.  
Title: Chief Financial Officer and Executive  
Vice President

**Brigham, Inc.**

By: /s/ Eugene B. Shepherd, Jr.  
Name: Eugene B. Shepherd, Jr.  
Title: Chief Financial Officer and Executive  
Vice President

**Brigham Oil & Gas, L.P.**

**By: Brigham, Inc., its general partner**

By: /s/ Eugene B. Shepherd, Jr.  
Name: Eugene B. Shepherd, Jr.  
Title: Chief Financial Officer and Executive  
Vice President

**Ben M. Brigham**

/s/ Ben M. Brigham

**Statoil USA Properties Inc.**

By: /s/ A.B. Winkle  
Name: A.B. Winkle  
Title: Vice President – Asset Development