

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)
(Amendment No.)*

Laredo Petroleum, Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

516806 106

(CUSIP Number)

Laredo Petroleum, Inc.

15 W. Sixth Street

Suite 1800

Tulsa, OK 74119

Copies to:

Willkie Farr & Gallagher, LLP

787 Seventh Avenue

New York, New York 10019

Attn: Maurice Lefkort, Esq.

(212) 728 8239

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

March 5, 2015

(Date of Event Which Requires Filing of this Statement)

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

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

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

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

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus Private Equity IX, L.P.
I.R.S. Identification Nos. of above persons (entities only)
20-2975990

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
46,215,059

9. Sole Dispositive Power

10. Shared Dispositive Power
46,215,059

11. Aggregate Amount Beneficially Owned by Each Reporting Person
46,215,059

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
21.8%

14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus IX GP L.P.
I.R.S. Identification Nos. of above persons (entities only)
20-2975945

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
46,215,059

9. Sole Dispositive Power

10. Shared Dispositive Power
46,215,059

11. Aggregate Amount Beneficially Owned by Each Reporting Person
46,215,059

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
21.8%

14. Type of Reporting Person (See Instructions)
PN

1. Name of Reporting Person
WPP GP LLC
I.R.S. Identification Nos. of above persons (entities only)
47-2029791

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
70,043,481

9. Sole Dispositive Power

10. Shared Dispositive Power
70,043,481

11. Aggregate Amount Beneficially Owned by Each Reporting Person
70,043,481

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
33.0%

14. Type of Reporting Person (See Instructions)
OO

CUSIP No. 516806 106

1. Name of Reporting Person
 Warburg Pincus Partners, L.P.
 I.R.S. Identification Nos. of above persons (entities only)
 13-4069737

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
 OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 Not applicable

6. Citizenship or Place of Organization
 Delaware

7. Sole Voting Power

Number of
 Shares
 Beneficially
 Owned by
 Each
 Reporting
 Person With

8. Shared Voting Power
 70,043,481

9. Sole Dispositive Power

10. Shared Dispositive Power
 70,043,481

11. Aggregate Amount Beneficially Owned by Each Reporting Person
 70,043,481

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
33.0%

14. Type of Reporting Person (See Instructions)
PN

5

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus Partners GP LLC
I.R.S. Identification Nos. of above persons (entities only)
47-1971658

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
70,043,481

9. Sole Dispositive Power

10. Shared Dispositive Power
70,043,481

11. Aggregate Amount Beneficially Owned by Each Reporting Person
70,043,481

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
33.0%

14. Type of Reporting Person (See Instructions)
OO

6

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus & Co.
I.R.S. Identification Nos. of above persons (entities only)
13-6358475

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
New York

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power

8. Shared Voting Power
70,043,481

9. Sole Dispositive Power

10. Shared Dispositive Power
70,043,481

11. Aggregate Amount Beneficially Owned by Each Reporting Person
70,043,481

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
33.0%

14. Type of Reporting Person (See Instructions)
PN

7

CUSIP No. 516806 106

1. Name of Reporting Person
WP Antero TopCo, Inc.
I.R.S. Identification Nos. of above persons (entities only)
26-3735042

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
6,900,452

9. Sole Dispositive Power

10. Shared Dispositive Power
6,900,452

11. Aggregate Amount Beneficially Owned by Each Reporting Person
6,900,452

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
3.3%

14. Type of Reporting Person (See Instructions)
CO

8

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus Private Equity X, L.P.
I.R.S. Identification Nos. of above persons (entities only)
26-0849130

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

8. Shared Voting Power
6,900,452

9. Sole Dispositive Power

10. Shared Dispositive Power
6,900,452

11. Aggregate Amount Beneficially Owned by Each Reporting Person
6,900,452

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
3.3%

14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus X, L.P.
I.R.S. Identification Nos. of above persons (entities only)
26-0403670

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
23,828,422

9. Sole Dispositive Power

10. Shared Dispositive Power
23,828,422

11. Aggregate Amount Beneficially Owned by Each Reporting Person
23,828,422

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
11.2%

14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus X GP L.P.
I.R.S. Identification Nos. of above persons (entities only)
26-0403605

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
23,828,422

9. Sole Dispositive Power

10. Shared Dispositive Power
23,828,422

11. Aggregate Amount Beneficially Owned by Each Reporting Person
23,828,422

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
11.2%

14. Type of Reporting Person (See Instructions)
PN

1. Name of Reporting Person
Warburg Pincus X Partners, L.P.
I.R.S. Identification Nos. of above persons (entities only)
26-0869910

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
1,291,411

9. Sole Dispositive Power

10. Shared Dispositive Power
1,291,411

11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,291,411

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
Less than 1%

14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 516806 106

1. Name of Reporting Person
 Warburg Pincus Private Equity X O&G, L.P.
 I.R.S. Identification Nos. of above persons (entities only)
 26-3605628

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
 WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 Not applicable

6. Citizenship or Place of Organization
 Delaware

7. Sole Voting Power

Number of
 Shares
 Beneficially
 Owned by
 Each
 Reporting
 Person With

8. Shared Voting Power
 15,636,559

9. Sole Dispositive Power

10. Shared Dispositive Power
 15,636,559

11. Aggregate Amount Beneficially Owned by Each Reporting Person
 15,636,559

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
7.4%

14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus Private Equity (E&P) X, Inc.
I.R.S. Identification Nos. of above persons (entities only)
27-3764107

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
4,847,321

9. Sole Dispositive Power

10. Shared Dispositive Power
4,847,321

11. Aggregate Amount Beneficially Owned by Each Reporting Person
4,847,321

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
2.3%

14. Type of Reporting Person (See Instructions)
CO

14

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus Private Equity (E&P) X-B, L.P.
I.R.S. Identification Nos. of above persons (entities only)
27-3762954

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Delaware

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power

8. Shared Voting Power
4,847,321

9. Sole Dispositive Power

10. Shared Dispositive Power
4,847,321

11. Aggregate Amount Beneficially Owned by Each Reporting Person
4,847,321

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
2.3%

14. Type of Reporting Person (See Instructions)
PN

15

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus (E&P) X, L.P.
I.R.S. Identification Nos. of above persons (entities only)
27-3763776

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
11,747,773

9. Sole Dispositive Power

10. Shared Dispositive Power
11,747,773

11. Aggregate Amount Beneficially Owned by Each Reporting Person
11,747,773

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
5.5%

14. Type of Reporting Person (See Instructions)
PN

16

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus (E&P) X LLC
I.R.S. Identification Nos. of above persons (entities only)
27-3763653

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

8. Shared Voting Power
11,747,773

9. Sole Dispositive Power

10. Shared Dispositive Power
11,747,773

11. Aggregate Amount Beneficially Owned by Each Reporting Person
11,747,773

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
5.5%

14. Type of Reporting Person (See Instructions)
OO

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus Partners (E&P) LLC
I.R.S. Identification Nos. of above persons (entities only)
27-3763498

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
11,747,773

9. Sole Dispositive Power

10. Shared Dispositive Power
11,747,773

11. Aggregate Amount Beneficially Owned by Each Reporting Person
11,747,773

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
5.5%

14. Type of Reporting Person (See Instructions)
OO

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus & Company US, LLC
I.R.S. Identification Nos. of above persons (entities only)
26-1609068

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
New York

7. Sole Voting Power

8. Shared Voting Power
11,747,773

9. Sole Dispositive Power

10. Shared Dispositive Power
11,747,773

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

11. Aggregate Amount Beneficially Owned by Each Reporting Person
11,747,773

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
5.5%

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Person
Warburg Pincus Private Equity (E&P) X-A, L.P.
I.R.S. Identification Nos. of above persons (entities only)
27-3762729

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
6,900,452

9. Sole Dispositive Power

10. Shared Dispositive Power
6,900,452

11. Aggregate Amount Beneficially Owned by Each Reporting Person
6,900,452

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
3.3%

14. Type of Reporting Person (See Instructions)
PN

CUSIP No. 516806 106

1. Name of Reporting Person
 Warburg Pincus (Bermuda) Private Equity X, LLC
 I.R.S. Identification Nos. of above persons (entities only)
 26-3946042

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
 WL

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 Not applicable

6. Citizenship or Place of Organization
 Delaware

7. Sole Voting Power

Number of
 Shares
 Beneficially
 Owned by
 Each
 Reporting
 Person With

8. Shared Voting Power
 5,878,873

9. Sole Dispositive Power

10. Shared Dispositive Power
 5,878,873

11. Aggregate Amount Beneficially Owned by Each Reporting Person
 5,878,873

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
2.8%

14. Type of Reporting Person (See Instructions)
OO

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus (Bermuda) Private Equity X, L.P.
I.R.S. Identification Nos. of above persons (entities only)
98-0584170

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
Bermuda

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
5,878,873

9. Sole Dispositive Power

10. Shared Dispositive Power
5,878,873

11. Aggregate Amount Beneficially Owned by Each Reporting Person
5,878,873

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
2.8%

14. Type of Reporting Person (See Instructions)
PN

22

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus (Bermuda) X, L.P.
I.R.S. Identification Nos. of above persons (entities only)
98-0587706

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Bermuda

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

7. Sole Voting Power

8. Shared Voting Power
5,878,873

9. Sole Dispositive Power

10. Shared Dispositive Power
5,878,873

11. Aggregate Amount Beneficially Owned by Each Reporting Person
5,878,873

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
2.8%

14. Type of Reporting Person (See Instructions)
PN

23

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus (Bermuda) X, Ltd.
I.R.S. Identification Nos. of above persons (entities only)
98-0591812

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
Bermuda

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
5,878,873

9. Sole Dispositive Power

10. Shared Dispositive Power
5,878,873

11. Aggregate Amount Beneficially Owned by Each Reporting Person
5,878,873

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
2.8%

14. Type of Reporting Person (See Instructions)
OO

24

CUSIP No. 516806 106

1. Name of Reporting Person
Warburg Pincus (Bermuda) Private Equity Ltd.
I.R.S. Identification Nos. of above persons (entities only)
01-0569187

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Bermuda

7. Sole Voting Power

8. Shared Voting Power
5,878,873

9. Sole Dispositive Power

10. Shared Dispositive Power
5,878,873

11. Aggregate Amount Beneficially Owned by Each Reporting Person
5,878,873

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
2.8%

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Person
Warburg Pincus LLC
I.R.S. Identification Nos. of above persons (entities only)
13-3536050

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
New York

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
87,670,127

9. Sole Dispositive Power

10. Shared Dispositive Power
87,670,127

11. Aggregate Amount Beneficially Owned by Each Reporting Person
87,670,127

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
41.3%

14. Type of Reporting Person (See Instructions)
OO

CUSIP No. 516806 106

1. Name of Reporting Person
Charles R. Kaye
I.R.S. Identification Nos. of above persons (entities only)

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
Not applicable

6. Citizenship or Place of Organization
United States

7. Sole Voting Power
178,358

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
87,670,127

9. Sole Dispositive Power
178,358

10. Shared Dispositive Power
87,670,127

11. Aggregate Amount Beneficially Owned by Each Reporting Person
87,848,485

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
41.4%

14. Type of Reporting Person (See Instructions)
IN

1. Name of Reporting Person
Joseph P. Landy
I.R.S. Identification Nos. of above persons (entities only)

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
Not applicable

6. Citizenship or Place of Organization
United States

7. Sole Voting Power
84,953

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
87,670,127

9. Sole Dispositive Power
84,953

10. Shared Dispositive Power
87,670,127

11. Aggregate Amount Beneficially Owned by Each Reporting Person
87,755,080

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11)
41.3%

14. Type of Reporting Person (See Instructions)
IN

Item 1. Security and Issuer

This Statement on Schedule 13D (the “Schedule 13D”) relates to shares of common stock, par value \$0.01 per share, of Laredo Petroleum, Inc. (the “Shares”). The name of the issuer is Laredo Petroleum, Inc., a Delaware corporation (f/k/a Laredo Petroleum Holdings, Inc.) (the “Issuer”). The principal executive offices of the Issuer are 15 W. Sixth Street, Suite 1800, Tulsa, OK 74119.

Item 2. Identity and Background

(a) This Schedule 13D is filed jointly on behalf of: (i) Warburg Pincus Private Equity IX, L.P., a Delaware limited partnership (“WP Private Equity IX”), (ii) Warburg Pincus IX GP, L.P., a Delaware limited partnership (“WP IX GP”), (iii) WP Antero TopCo, Inc., a Delaware corporation (“TopCo”), (iv) Warburg Pincus Private Equity X, L.P., a Delaware limited partnership (“WP Private Equity X”), (v) Warburg Pincus Private Equity X O&G, L.P., a Delaware limited partnership (“WP X O&G”), (vi) Warburg Pincus X Partners, L.P., a Delaware limited partnership (“WP X Partners”), (vii) Warburg Pincus X, L.P., a Delaware limited partnership (“WP X”), (viii) Warburg Pincus X GP, L.P., a Delaware limited partnership (“WP X GP”), (ix) WPP GP LLC, a Delaware limited liability company, (x) Warburg Pincus Partners, L.P., a Delaware limited partnership (“WP Partners”), (xi) Warburg Pincus Partners GP LLC, a Delaware limited liability company (“WP Partners GP”), (xii) Warburg Pincus & Co, a New York general partnership (“WP&Co”), (xiii) Warburg Pincus Private Equity (E&P) X-A, L.P., a Delaware limited partnership (“WP E&P X-A”), (xiv) Warburg Pincus Private Equity (E&P) X, Inc., a Delaware corporation (“WP E&P X”), (xv) Warburg Pincus Private Equity (E&P) X-B, L.P., a Delaware limited partnership (“WP E&P X-B”), (xvi) Warburg Pincus (E&P) X, L.P., a Delaware limited partnership (“WP E&P X LP”), (xvii) Warburg Pincus (E&P) X LLC, a Delaware limited liability company (“WP E&P X LLC”), (xviii) Warburg Pincus Partners (E&P) LLC, a Delaware limited liability company (“WP Partners E&P”), (xix) Warburg Pincus & Company US, LLC, a New York limited liability company (“WP&Co US”), (xx) Warburg Pincus (Bermuda) Private Equity X, LLC, a Delaware limited liability company (“WP Bermuda X”), (xxi) Warburg Pincus (Bermuda) Private Equity X, L.P., a Bermuda limited partnership (“WP Private Equity Bermuda X”), (xxii) Warburg Pincus (Bermuda) X, L.P., a Bermuda limited partnership (“WP Bermuda X LP”), (xxiii) Warburg Pincus (Bermuda) X, Ltd., a Bermuda limited company (“WP Bermuda X Ltd”), (xxiv) Warburg Pincus (Bermuda) Private Equity Ltd., a Bermuda limited company (“WP Bermuda Private Equity”), (xxv) Warburg Pincus LLC, a New York limited liability company (“WP LLC”) and (xxvi) Messrs. Charles R. Kaye and Joseph P. Landy (collectively, the “Warburg Pincus Reporting Persons”). The agreement among the Warburg Pincus Reporting Persons to file this Statement in accordance with Rule 13d-1(k) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) is attached hereto as Exhibit 1.

(b) The address of the principal business and principal office of the Warburg Pincus Reporting Persons is c/o Warburg Pincus LLC, 450 Lexington Avenue, New York, New York 10017. Additional information relating to the Warburg Pincus Reporting Persons is included on Schedule A hereto.

(c) The principal business of the Warburg Pincus Reporting Persons is as follows: (i) WP Private Equity IX: making private equity investments, (ii) WP IX GP: serving as the general partner of WP Private Equity IX, (iii) TopCo: making private equity investments, (iv) WP Private Equity X: making private equity investments, (v) WP X O&G: making private equity investments, (vi) WP X Partners: making private equity investments, (vii) WP X: serving as the general partner of WP Private Equity X, WP X O&G, and WP X Partners, (viii) WP X GP: serving as the general partner of WP X, (ix) WPP GP LLC: serving as the general partner of WP IX GP and WP X GP, (x) WP Partners: serving as the managing member of WPP GP LLC, (xi) WP Partners GP: serving as the general partner of WP Partners, (xii) WP&Co: serving as the managing member of WP Partners GP and as the ultimate general partner of other private equity funds, (xiii) WP E&P X-A: making private equity investments, (xiv) WP E&P X: making private equity investments, (xv) WP E&P X-B: serving as the sole shareholder of WP E&P X, (xvi) WP E&P X LP: serving as the general partner of WP E&P X-A and WP E&P X-B, (xvii) WP E&P X LLC: serving as the general partner of WP E&P X LP, (xviii) WP Partners E&P: serving as the sole member of WP E&P X LLC, (xix) WP&Co US serving as the managing member of WP Partners E&P, (xx) WP Bermuda X: making private equity investments, (xxi) WP Private Equity Bermuda X: serving as the sole member of WP Bermuda X, (xxii) WP Bermuda X LP: serving as the GP of WP Private Equity Bermuda X, (xxiii) WP Bermuda X Ltd: serving as the GP of WP Bermuda X LP, (xxiv) WP Bermuda Private Equity: serving as the sole equityholder of WP Bermuda X Ltd., (xxv) WP LLC: the manager of each of WP Private Equity IX, WP Bermuda X, WP Private Equity Bermuda X, WP X O&G, WP E&P X-A, WP E&P X-B, WP X Partners, and WP Private Equity X, and (xxvi) Messrs. Kaye and Landy: acting as directors and co-chairmen of WP Bermuda Private Equity, managing general partners of WP&Co and WP&Co US and Co-Chief Executive Officers and managing members of WP LLC. The principal business of the persons listed on Schedule A is as set forth on Schedule A.

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(d) During the last five years, none of the Warburg Pincus Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) nor, to the knowledge of the Warburg Pincus Reporting Persons, have any of the persons named on Schedule A.

(e) During the last five years, none of the Warburg Pincus Reporting Persons nor, to the knowledge of the Warburg Pincus Reporting Persons, any of the persons listed on Schedule A, has been a party to a civil proceeding or a judicial or administrative body of competent jurisdiction and as result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Messrs. Kaye and Landy are citizens of the United States of America, and except as otherwise indicated on Schedule A each of the individuals referred to on Schedule A hereto is a citizen of the United States of America.

Item 3. Source and Amount of Funds

As of February 27, 2015, WP Private Equity IX owned 46,215,059 Shares, WP X Partners owned 367,611 Shares and WP X O&G owned 11,287,457 Shares. Each of WP Private Equity IX, WP X Partners and WP X O&G acquired their respective shares as a result of their investment in the Issuer’s predecessor prior to the Issuer’s public offering. Such ownership was reported by each of WP Private Equity IX, WP X Partners and WP X O&G and certain affiliated entities on a Schedule 13G, as amended from time to time in the ordinary course. As a result of the acquisition of additional Shares, the Warburg Pincus Reporting Persons are reporting their ownership on a Schedule 13D.

On March 2 2015, the Issuer conducted an underwritten public offering of Shares (the “Offering”). In the Offering, the following Warburg Pincus Reporting Persons acquired the number of Shares set forth opposite their name at a price of \$11.05 per Share: TopCo: 6,900,452 shares, WP X Partners: 923,800 shares, WP X O&G: 4,349,102 shares, WP E&P X: 4,847,321 shares, WP E&P X-A: 6,900,452 shares, and WP Bermuda X: 5,878,873 shares. All of the funds required for the purchase for each of such Warburg Pincus Reporting Persons were obtained from the working capital of such Warburg Pincus Reporting Persons, including from capital contributions from their respective limited partners.

Item 4. Purpose of the Transaction

The acquisition of the Shares as indicated herein was effected in the ordinary course of business because of the belief that the Shares represent an attractive investment. The Warburg Pincus Reporting Persons beneficially own the Shares as an investment. Depending on prevailing market, economic, and other conditions, the Warburg Pincus Reporting Persons may from time to time acquire additional Shares or engage in discussions with the Issuer concerning future acquisitions of shares of its capital stock. Such acquisitions may be made by means of open-market purchases, privately negotiated transactions, direct acquisitions from the Issuer, or otherwise. The Warburg Pincus Reporting Persons intend to review their investment in the Issuer on a continuing basis, and depending upon the price and availability of shares of the Issuer's capital stock, subsequent developments affecting the Issuer, the Issuer's business and prospects, other investment and business opportunities available to the Warburg Pincus Reporting Persons, general stock market and economic conditions, tax considerations and other factors considered relevant, may decide at any time to increase or to decrease the size of their investment in the Issuer, including by distributing Shares pro rata to the beneficial owners of one or more of the Warburg Pincus Reporting Persons.

In addition, the Warburg Pincus Reporting Persons will routinely monitor the Issuer's operations, prospects, business development, management, competitive and strategic matters, capital structure, and any proposals received from third parties with respect to the Issuer. The Warburg Pincus Reporting Persons may discuss such matters with management or directors of the Issuer, existing or potential strategic partners, persons who have expressed an interest in acquiring all or a portion of the Issuer's equity interests, sources of credit and other investors. In evaluating the Issuer, the Warburg Pincus Reporting Persons will also consider alternative investment opportunities available to them, the Warburg Pincus Reporting Persons' liquidity requirements and other investment considerations.

The factors described in the preceding paragraphs may materially affect, and result in, the Warburg Pincus Reporting Persons proposing changes in the Issuer's operations, governance or capitalization or proposing one or more of the other actions described in subsections (a) through (j) of Item 4 of Schedule 13D. The Warburg Pincus Reporting Persons reserve the right to formulate other plans and/or make other proposals, and take such actions with respect to their investment in the Issuer or dispose of all or a portion of their investment in the Issuer in privately negotiated transactions. The Warburg Pincus Reporting Persons may at any time reconsider and change their plans or proposals relating to the foregoing as to the Issuer.

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On March 5, 2015, WP X O&G ("Buyer") entered into a stock purchase agreement ("Stock Purchase Agreement") with each of TopCo, WP E&P X, WP E&P X-A, and WP Bermuda X (each a "Seller"). Pursuant to the terms of the Stock Purchase Agreement, Buyer agreed to purchase the shares acquired by the Seller in the Offering at a price of \$11.05 per share (less any dividends received) subject to the receipt of approval under the Hart-Scott-Rodino Antitrust Improvement Act of 1976. A copy of the Stock Purchase Agreement is included as Exhibit 3 to this Schedule 13D.

Item 5. Interest in Securities of the Issuer

Immediately following the offering described in Item 3 above, each of the Warburg Pincus Reporting Persons had the following beneficial ownership of Shares (percentages are based on 143,263,488 Shares reported as outstanding in the Issuer's Form 10-K for the year ended December 31, 2014 and 69,000,000 Shares sold in the Offering):

- (i) WP Private Equity IX had shared dispositive and voting power over 46,215,059 Shares, representing 21.8% of the outstanding Shares.
- (ii) WP IX GP by virtue of its status as the general partner of WP Private Equity IX had shared dispositive and voting power over 46,215,059 Shares, representing 21.8% of the outstanding Shares.
- (iii) TopCo had shared dispositive and voting power over 6,900,452 Shares, representing 3.3% of the outstanding Shares.
- (iv) WP Private Equity X by virtue of its status as the sole shareholder of TopCo had shares dispositive and voting power over 6,900,452 Shares, representing 3.3% of the outstanding Shares.
- (v) WP X O&G had shared dispositive and voting power 15,636,559 Shares sold in the offering, representing 7.4% of the outstanding Shares.
- (vi) WP X Partners had shared dispositive and voting power over 1,291,411 Shares, representing less than 1.0 % of the outstanding Shares.
- (vii) WP X by virtue of its status as the general partner of WP Private Equity X, WP X O&G and WP X Partners had shared dispositive and voting power over 23,828,422 Shares, representing 11.2% of the outstanding Shares.
- (viii) WP X GP LP by virtue of its status as the general partner of WP X had shared dispositive and voting power over 23,828,422 Shares, representing 11.2% of the outstanding Shares.
- (ix) WPP GP LLC by virtue of its status as the general partner of WP IX GP and WP X GP had shared dispositive and voting power over 70,043,481 Shares, representing 33.0% of the outstanding Shares.
- (x) WP Partners by virtue of its status as the managing member of WPP GP LLC had shared dispositive and voting power over 70,043,481 Shares, representing 33.0% of the outstanding Shares.
- (xi) WP Partners GP by virtue of its status as the general partner of WP Partners had shared dispositive and voting power over 70,043,481 Shares, representing 33.0% of the outstanding Shares.
- (xii) WP&Co by virtue of its status as the sole member of WP Partners GP had shared dispositive and voting power over 70,043,481 Shares, representing 33.0% of the outstanding Shares.
- (xiii) WP E&P X-A had shared dispositive and voting power over 6,900,452 Shares, representing 3.3% of the outstanding Shares.
- (xiv) WP E&P X had shared dispositive and voting power over 4,847,321 Shares, representing 2.3% of the outstanding Shares.

(xv) WP E&P X-B by virtue of its status as the sole shareholder of WP E&P X had shared dispositive and voting power over 4,847,321 Shares, representing 2.3% of the outstanding Shares.

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(xvi) WP E&P X LP by virtue of its status as the general partner of WP E&P X-A and WP E&P X-B had shared dispositive and voting power over 11,747,773 Shares, representing 5.5% of the outstanding Shares.

(xvii) WP E&P X LLC by virtue of its status as the general partner of WP E&P X LP had shared dispositive and voting power over 11,747,773 Shares, representing 5.5% of the outstanding Shares.

(xviii) WP Partners E&P by virtue of its status as the sole member of WP E&P X LLC had shared dispositive and voting power over 11,747,773 Shares, representing 5.5% of the outstanding Shares.

(xix) WP&Co US by virtue of its status as the managing member of WP Partners E&P had shared dispositive and voting power over 11,747,773 Shares, representing 5.5% of the outstanding Shares.

(xx) WP Bermuda X had shared dispositive and voting power over 5,878,873 Shares, representing 2.8% of the outstanding Shares.

(xxi) WP Private Equity Bermuda X by virtue of its status as the sole stockholder of WP Bermuda X had shared dispositive and voting power over 5,878,873 Shares, representing 2.8% of the outstanding Shares.

(xxii) WP Bermuda X LP by virtue of its status as the general partner of WP Private Equity Bermuda X had shared dispositive and voting power over 5,878,873 Shares, representing 2.8% of the outstanding Shares.

(xxiii) WP Bermuda X Ltd by virtue of its status as the general partner of WP Bermuda X LP had shared dispositive and voting power over 5,878,873 Shares, representing 2.8% of the outstanding Shares.

(xxiv) WP Bermuda Private Equity by virtue of its status as the sole owner of WP Bermuda X Ltd. had shared dispositive and voting power over 5,878,873 Shares, representing 2.8% of the outstanding Shares.

(xxv) WP LLC by virtue of its status as manager of WP Private Equity IX, WP Bermuda X, WP Private Equity Bermuda X, WP X O&G, WP E&P X-A, WP E&P X-B, WP X Partners, and WP Private Equity X had shared dispositive and voting power over 87,670,127 Shares, representing 41.3% of the outstanding Shares.

(xxvi) Charles R. Kaye by virtue of his status as director and co-chairman of WP Bermuda Private Equity, Managing General Partner of WP&Co and WP&Co US and Co-Chief Executive Officer and Managing Member of WP LLC had shared dispositive and voting power over 87,670,127 Shares and sole dispositive and voting power over 178,358(1) Shares, representing in the aggregate 41.4% of the outstanding Shares.

(xxvii) Joseph P. Landy by virtue of his status as director and co-chairman of WP Bermuda Private Equity, Managing General Partner of WP&Co and WP&Co US and Co-Chief Executive Officer and Managing Member of WP LLC had shared dispositive and voting power over 87,670,127 Shares and sole dispositive and voting power over 84,953 Shares, representing in the aggregate 41.3% of the outstanding Shares.

The information as provided on Schedule A to this Schedule 13D is hereby incorporated by reference.

Each of the Warburg Pincus Reporting Persons could be deemed to have beneficial ownership of all of the shares reported in this Schedule 13D; nevertheless, each of the Warburg Pincus Reporting Persons disclaims beneficial ownership of shares in excess of that reported in this Item 5. Each of Messrs. Kaye and Landy disclaims beneficial ownership of the shares of common stock owned by the other Warburg Reporting Persons.

Information with respect to each of the Warburg Pincus Reporting Persons is given solely by such Warburg Pincus Reporting Person, and no Warburg Pincus Reporting Person has responsibility for the accuracy or completeness of information supplied by another Warburg Pincus Reporting Person.

(1) Such 178,358 Shares are held as follows: 142,703 Shares by Charles R. Kaye; 11,885 Shares by The Nicole Kaye 2013 GST Trust; 11,885 Shares by The Sydney Kaye 2013 GST Trust; and 11,885 Shares by The Tyler Kaye 2013 GST Trust.

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Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

A Registration Rights Agreement, by and between the Issuer and WP Private Equity IX, WP X O&G, and WP X Partners (collectively, the "Registration Rights Parties"), dated as of December 20, 2011 (the "Registration Rights Agreement"), provides that at any time after an initial public offering of the Issuer (an "IPO"), the Registration Rights Parties may require the Issuer to register the offer and sale of the number of registrable securities requested to be so registered pursuant to the terms therein. Additionally, should the Issuer propose to file at any time after an IPO a registration statement under the Securities Act of 1933, as amended, with respect to an offering of common stock of the Issuer, the Registration Rights Parties and other holders of securities identified thereto may request to include in such registration statement the number of registrable securities as the Registration Rights Parties and other holders thereto may request.

A Stock Purchase Agreement, by and among WP X O&G and Topco, WP E&P X, WP E&P X-A, and WP Bermuda X (each, a "Seller"), dated as of March 5, 2015 (the "Stock Purchase Agreement"), provides that each Seller shall sell to WP X O&G the number of the Issuer's Shares acquired by such

Seller in the Offering, at a price of \$11.05 per Share, pursuant to the terms therein (less any dividends received) subject to the receipt of approval under the Hart-Scott-Rodino Antitrust Improvement Act of 1976.

Item 7. Material to be Filed as Exhibits

1. Joint Filing Agreement, by and among the Warburg Pincus Reporting Persons, dated as of March 6, 2015.
2. Registration Rights Agreement, by and among the Issuer and WP Private Equity IX, WP X O&G, WP X Partners, dated as of December 20, 2011.
3. Stock Purchase Agreement, by and between WP X O&G and each of Topco, WP E&P X, WP E&P X-A, and WP Bermuda X (each, a "Seller"), dated as of March 5, 2015.

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SIGNATURE

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

Dated: March 6, 2015

WARBURG PINCUS PRIVATE EQUITY IX, L.P.

By: Warburg Pincus IX GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS IX GP L.P.

By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

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Dated: March 6, 2015

WPP GP LLC

By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS PARTNERS, L.P.

By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS PARTNERS GP LLC

By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS & CO.

By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

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Dated: March 6, 2015

WP ANTERO TOPCO, INC.

By: Warburg Pincus Private Equity X, L.P., its sole shareholder
By: Warburg Pincus X, L.P., its general partner
By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS PRIVATE EQUITY X, L.P.

By: Warburg Pincus X, L.P., its general partner
By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

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Dated: March 6, 2015

WARBURG PINCUS X, L.P.

By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS X GP L.P.

By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

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Dated: March 6, 2015

WARBURG PINCUS X PARTNERS, L.P.

By: Warburg Pincus X, L.P., its general partner
By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: /s/ Robert B. Knauss

Name: Robert B. Knauss

Title: Partner

WARBURG PINCUS PRIVATE EQUITY X O&G, L.P.

By: Warburg Pincus X, L.P., its general partner

By: Warburg Pincus X GP L.P., its general partner

By: WPP GP LLC, its general partner

By: Warburg Pincus Partners, L.P., its managing member

By: Warburg Pincus Partners GP LLC, its general partner

By: Warburg Pincus & Co., its managing member

By: /s/ Robert B. Knauss

Name: Robert B. Knauss

Title: Partner

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Dated: March 6, 2015

WARBURG PINCUS PRIVATE EQUITY (E&P) X, INC.

By: Warburg Pincus Private Equity (E&P) X-B, L.P., its sole shareholder

By: Warburg Pincus (E&P) X, L.P., its general partner

By: Warburg Pincus (E&P) X LLC, its general partner

By: Warburg Pincus Partners (E&P) LLC, its sole member

By: Warburg Pincus & Company US, LLC, its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

WARBURG PINCUS PRIVATE EQUITY (E&P) X-B, L.P.

By: Warburg Pincus (E&P) X, L.P., its general partner

By: Warburg Pincus (E&P) X LLC, its general partner

By: Warburg Pincus Partners (E&P) LLC, its sole member

By: Warburg Pincus & Company US, LLC, its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

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Dated: March 6, 2015

WARBURG PINCUS PRIVATE EQUITY (E&P) X-A, L.P.

By: Warburg Pincus (E&P) X, L.P., its general partner

By: Warburg Pincus (E&P) X LLC, its general partner

By: Warburg Pincus Partners (E&P) LLC, its sole member

By: Warburg Pincus & Company US, LLC, its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

WARBURG PINCUS (E&P) X, L.P.

By: Warburg Pincus (E&P) X LLC, its general partner

By: Warburg Pincus Partners (E&P) LLC, its sole member

By: Warburg Pincus & Company US, LLC, its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

WARBURG PINCUS (E&P) X LLC

By: Warburg Pincus Partners (E&P) LLC, its sole member

By: Warburg Pincus & Company US, LLC, its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

Dated: March 6, 2015

WARBURG PINCUS PARTNERS (E&P) LLC

By: Warburg Pincus & Company US, LLC, its managing member

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

WARBURG PINCUS & COMPANY US, LLC

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorized Signatory

WARBURG PINCUS (BERMUDA) PRIVATE EQUITY X, LLC

By: Warburg Pincus (Bermuda) Private Equity X, L.P., its sole member

By: Warburg Pincus (Bermuda) X, L.P., its general partner

By: Warburg Pincus (Bermuda) X, Ltd., its general partner

By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

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Dated: March 6, 2015

WARBURG PINCUS (BERMUDA) PRIVATE EQUITY X, L.P.

By: Warburg Pincus (Bermuda) X, L.P., its general partner

By: Warburg Pincus (Bermuda) X, Ltd., its general partner

By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

WARBURG PINCUS (BERMUDA) X, L.P.

By: Warburg Pincus (Bermuda) X, Ltd., its general partner

By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

WARBURG PINCUS (BERMUDA) X, LTD.

By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

WARBURG PINCUS (BERMUDA) PRIVATE EQUITY LTD.

By: /s/ Steven G. Glenn

Name: Steven G. Glenn

Title: Authorised Signatory

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Dated: March 6, 2015

WARBURG PINCUS LLC

By: /s/ Robert B. Knauss

Name: Robert B. Knauss
Title: Managing Director

CHARLES R. KAYE

By: /s/ Robert B. Knauss
Name: Charles R. Kaye
Title: Robert B. Knauss, Attorney-in-Fact*

JOSEPH P. LANDY

By: /s/ Robert B. Knauss
Name: Joseph P. Landy
Title: Robert B. Knauss, Attorney-in-Fact*

* The Power of Attorney given by each of Mr. Kaye and Mr. Landy was previously filed with the U.S. Securities & Exchange Commission on November 26, 2013 as an exhibit to a statement on Form 4 filed by Warburg Pincus Private Equity IX, L.P. with respect to Laredo Petroleum, Inc. (f/k/a Laredo Petroleum Holdings, Inc.) and is hereby incorporated by reference.

SCHEDULE A

PART I

Set forth below is the name and present principal occupation of (i) each General Partner of WP&Co., (ii) each Member and Managing Director of WP LLC and (iii) each executive officer and director of each corporate Warburg Pincus Reporting Person. The business address for each of such persons is c/o Warburg Pincus LLC, 450 Lexington Avenue, New York, NY 10017. All the directors and executive officers listed on this Schedule A are United States citizens except as otherwise noted below.

WP&Co

**PRESENT PRINCIPAL OCCUPATION IN ADDITION
TO POSITION WITH WP&CO., AND POSITIONS
WITH AFFILIATES OF WP&CO.**

NAME	PRESENT PRINCIPAL OCCUPATION IN ADDITION TO POSITION WITH WP&CO., AND POSITIONS WITH AFFILIATES OF WP&CO.
David Barr	Partner of WP&Co; Member and Managing Director of WP LLC
Alain J.P. Belda	Partner of WP&Co; Member and Managing Director of WP LLC
Alexander Berzofsky	Partner of WP&Co; Member and Managing Director of WP LLC
Anthony Robert Buonanno	Partner of WP&Co; Member and Managing Director of WP LLC
Sean D. Carney	Partner of WP&Co; Member and Managing Director of WP LLC
Mark M. Colodny	Partner of WP&Co; Member and Managing Director of WP LLC
Timothy J. Curt	Partner of WP&Co; Member and Managing Director of WP LLC
Cary J. Davis	Partner of WP&Co; Member and Managing Director of WP LLC
Uzair Dossani	Partner of WP&Co; Member and Managing Director of WP LLC

Joseph Gagnon	Partner of WP&Co; Member and Managing Director of WP LLC
Timothy F. Geithner	Partner of WP&Co; Member, Managing Director and President of WP LLC
Steven G. Glenn	Partner of WP&Co; Member and Managing Director of WP LLC
Michael Graff	Partner of WP&Co; Member and Managing Director of WP LLC
Joie Gregor	Partner of WP&Co; Member and Managing Director of WP LLC
Christopher Gunther	Partner of WP&Co; Member and Managing Director of WP LLC
Patrick T. Hackett	Partner of WP&Co; Member and Managing Director of WP LLC
Fred Hassan	Partner of WP&Co; Member and Managing Director of WP LLC
William Blake Holden	Partner of WP&Co; Member and Managing Director of WP LLC

Eddie Y. Huang	Partner of WP&Co; Member and Managing Director of WP LLC
In Seon Hwang	Partner of WP&Co; Member and Managing Director of WP LLC
William H. Janeway	Partner of WP&Co; Member and Senior Advisor of WP LLC
Kenneth I. Juster	Partner of WP&Co; Member and Managing Director of WP LLC
Peter R. Kagan	Partner of WP&Co; Member and Managing Director of WP LLC
Charles R. Kaye	Managing General Partner of WP&Co; Managing Member and Co-Chief Executive Officer of WP LLC
Noah Knauf	Partner of WP&Co; Member and Managing Director of WP LLC
Robert B. Knauss	Partner of WP&Co; Member and Managing Director of WP LLC
David B. Krieger	Partner of WP&Co; Member and Managing Director of WP LLC
Rajveer Kushwaha	Partner of WP&Co; Member and Managing Director of WP

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LLC

Joseph P. Landy	Managing General Partner of WP&Co; Managing Member and Co-Chief Executive Officer of WP LLC
James Levy	Partner of WP&Co; Member and Managing Director of WP LLC
Frank Marinaro	Partner of WP&Co; Member and Managing Director of WP LLC
Harsha Marti	Partner of WP&Co; Member and Managing Director of WP LLC
Michael Martin	Partner of WP&Co; Member and Managing Director of WP LLC
Vishnu Menon	Partner of WP&Co; Member and Managing Director of WP LLC
James Neary	Partner of WP&Co; Member and Managing Director of WP LLC
Jeffrey Perlman	Partner of WP&Co; Member and Managing Director of WP LLC
Chandler Reedy	Partner of WP&Co; Member and Managing Director of WP LLC
John Rowan	Partner of WP&Co; Member and Managing Director of WP LLC
Justin L. Sadrian	Partner of WP&Co; Member and Managing Director of WP LLC
Steven G. Schneider	Partner of WP&Co; Member and Managing Director of WP LLC
John W. Shearburn	Partner of WP&Co; Member and Managing Director of WP LLC
Christopher H. Turner	Partner of WP&Co; Member and Managing Director of WP LLC
Elizabeth H. Weatherman	Partner of WP&Co; Member and Managing Director of WP LLC
James W. Wilson	Partner of WP&Co; Member and Managing Director of WP LLC
Daniel Zamlong	Partner of WP&Co; Member and Managing Director of WP LLC
Daniel Zilberman	Partner of WP&Co; Member and Managing Director of WP

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LLC

WP & Co. Partners, L.P.*

Warburg Pincus Principal Partnership, L.P.**

Warburg Pincus Real Estate Principal Partnership, L.P.**

- * New York limited partnership; primary activity is ownership interest in WP
 ** Delaware limited partnership; primary activity is ownership interest in WP

WP LLC

**PRESENT PRINCIPAL OCCUPATION IN ADDITION
 TO POSITION WITH WP LLC, AND POSITIONS
 WITH AFFILIATES OF WP LLC**

NAME	
Jonas Agesand (1)	Member and Managing Director of WP LLC
Jacques Aigrain (2)	Member and Senior Advisor of WP LLC; Partner of WP&Co
Bo Bai	Member and Managing Director of WP LLC; Partner of WP&Co
David Barr	Member and Managing Director of WP LLC; Partner of WP&Co
Simon Begg (3)	Member and Managing Director of WP LLC
Alain J.P. Belda	Member and Managing Director of WP LLC; Partner of WP&Co
Alexander Berzofsky	Member and Managing Director of WP LLC; Partner of WP&Co
Paul Best (3)	Member and Managing Director of WP LLC
Peder Bratt (3)	Member and Managing Director of WP LLC
Anthony Robert Buonanno	Member and Managing Director of WP LLC; Partner of WP&Co
Sean D. Carney	Member and Managing Director of WP LLC; Partner of WP&Co
Julian Cheng (4)	Member and Managing Director of WP LLC
Mark M. Colodny	Member and Managing Director of WP LLC; Partner of WP&Co
Timothy J. Curt	Member and Managing Director of WP LLC; Partner of WP&Co
Cary J. Davis	Member and Managing Director of WP LLC; Partner of WP&Co
Uzair Dossani	Member and Managing Director of WP LLC; Partner of WP&Co

Martin D. Dunnett (3)	Member and Managing Director of WP LLC
Simon Eyers (3)	Member and Managing Director of WP LLC
Joseph Gagnon	Member and Managing Director of WP LLC; Partner of WP&Co
Timothy F. Geithner	Member, Managing Director and President of WP LLC; Partner of WP&Co
Steven G. Glenn	Member and Managing Director of WP LLC; Partner of WP&Co
Jeffrey G. Goldfaden	Member and Managing Director of WP LLC; Partner of WP&Co
Michael Graff	Member and Managing Director of WP LLC; Partner of WP&Co
Joie Gregor	Member and Managing Director of WP LLC; Partner of WP&Co
Christopher Gunther	Member and Managing Director of WP LLC; Partner of WP&Co
Patrick T. Hackett	Member and Managing Director of WP LLC; Partner of WP&Co
Fred Hassan	Member and Senior Advisor of WP LLC; Partner of WP&Co
William Blake Holden	Member and Managing Director of WP LLC; Partner of WP&Co
Eddie Y. Huang	Member and Managing Director of WP LLC; Partner of WP&Co
In Seon Hwang	Member and Managing Director of WP LLC; Partner of WP&Co
William H. Janeway	Member and Senior Advisor of WP LLC; Partner of WP&Co

Kenneth I. Juster	Member and Managing Director of WP LLC; Partner of WP&Co
Peter R. Kagan	Member and Managing Director of WP LLC; Partner of WP&Co
Charles R. Kaye	Managing Member and Co-Chief Executive Officer of WP LLC; Managing General Partner of WP&Co
Noah Knauf	Member and Managing Director of WP LLC; Partner of WP&Co
Robert B. Knauss	Member and Managing Director of WP LLC; Partner of WP&Co
David B. Krieger	Member and Managing Director of WP LLC; Partner of WP&Co
Rajveer Kushwaha	Member and Managing Director of WP LLC; Partner of WP&Co
Joseph P. Landy	Managing Member and Co-Chief Executive Officer of WP LLC; Managing General Partner of WP&Co
James Levy	Member and Managing Director of WP LLC; Partner of WP&Co
David Hui Li (4)	Member and Managing Director of WP LLC
Vishal Mahadevia	Member and Managing Director of WP LLC
Niten Malhan (5)	Member and Managing Director of WP LLC

Frank Marinaro	Member and Managing Director of WP LLC; Partner of WP&Co
Harsha Marti	Member and Managing Director of WP LLC; Partner of WP&Co
Michael Martin	Member and Managing Director of WP LLC; Partner of WP&Co
Vishnu Menon	Member and Managing Director of WP LLC; Partner of WP&Co
Piero Minardi (6)	Member and Managing Director of WP LLC;
Nitin Nayar	Member and Managing Director of WP LLC
James Neary	Member and Managing Director of WP LLC; Partner of WP&Co
René Obermann (7)	Member and Managing Director of WP LLC
Narendra Ostawal (5)	Member and Managing Director of WP LLC
Jeffrey Perlman	Member and Managing Director of WP LLC; Partner of WP&Co
Chandler Reedy	Member and Managing Director of WP LLC; Partner of WP&Co
John Rowan	Member and Managing Director of WP LLC; Partner of WP&Co
Justin L. Sadrian	Member and Managing Director of WP LLC; Partner of WP&Co
Anish Saraf (5)	Member and Managing Director of WP LLC
Adarsh Sarma (5)	Member and Managing Director of WP LLC
Viraj Sawhney (5)	Member and Managing Director of WP LLC
Steven G. Schneider	Member and Managing Director of WP LLC; Partner of WP&Co
Joseph C. Schull (8)	Member and Managing Director of WP LLC
John W. Shearburn	Member and Managing Director of WP LLC; Partner of WP&Co
Biddanda N. Thimmaya (5)	Member and Managing Director of WP LLC
Christopher H. Turner	Member and Managing Director of WP LLC; Partner of WP&Co
Somit Varma (5)	Member and Managing Director of WP LLC
Elizabeth H. Weatherman	Member and Managing Director of WP LLC; Partner of WP&Co

Zhen Wei (4)	Member and Managing Director of WP LLC
James W. Wilson	Member and Managing Director of WP LLC; Partner of WP&Co
Daniel Zamlong	Member and Managing Director of WP LLC; Partner of WP&Co
Daniel Zilberman	Member and Managing Director of WP LLC; Partner of WP&Co

-
- (1) Citizen of Sweden
 - (2) Citizen of France

- (3) Citizen of United Kingdom
- (4) Citizen of Hong Kong
- (5) Citizen of India
- (6) Citizen of Italy
- (7) Citizen of Germany
- (8) Citizen of Canada

TopCo

<u>NAME</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
Charles R. Kaye	Director and Co-President
Joseph P. Landy	Director and Co-President
Timothy J. Curt	Director, Vice President and Treasurer
Steven G. Glenn	Director, Vice President and Assistant Treasurer
Robert B. Knauss	Director, Vice President and Secretary

WP E&P X

<u>NAME</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
Charles R. Kaye	Director and Co-President
Joseph P. Landy	Director and Co-President
Timothy J. Curt	Director, Vice President and Treasurer
Steven G. Glenn	Director, Vice President and Assistant Treasurer
Robert B. Knauss	Director, Vice President and Secretary

WP Bermuda X Ltd

<u>NAME</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
Charles R. Kaye	Director

Joseph P. Landy	Director
Timothy J. Curt	Director and Treasurer
Steven G. Glenn	Director

WP Bermuda Private Equity

<u>NAME</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
Charles R. Kaye	Director and Co-Chairman
Joseph P. Landy	Director and Co-Chairman
Timothy J. Curt	Director and Authorised Person

PART II

To the knowledge of the Warburg Pincus Reporting Persons, listed below are the names of the executive officers and directors of certain Warburg Pincus Reporting Persons who directly beneficially own Shares along with the number of Shares each such person beneficially owns. To the knowledge of the Warburg Pincus Reporting Persons except as noted below, (a) each person listed below has the sole power to vote or direct to vote and dispose or direct to dispose those Shares beneficially owned, directly or indirectly, by such person and (b) each person beneficially owns, directly or indirectly, Shares representing less than 1% of the Shares outstanding.

<u>Name</u>	<u>Shares</u>
Joseph P. Landy	See Item 5
Charles R. Kaye	See Item 5
Timothy J. Curt	26,833(2)
Steven G. Glenn	13,801

Except as set forth in Item 3, there have been no transactions in the class of securities reported on effected during the past sixty days by the persons listed on this Schedule A.

No other person on this Schedule A is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.

There are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in this Schedule A and between such persons and any person with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

(2) Such 26,833 shares are held as follows: 19,405 Shares held by Timothy J. Curt; 1,725 Shares held by Timothy J. Curt and Dona Bissonette, JTWROS; and 5,703 Shares held by Timothy J. Curt Revocable Trust.

**JOINT FILING AGREEMENT
PURSUANT TO RULE 13d-1(k)(1)**

The undersigned acknowledge and agree that: (i) the Schedule 13D to which this agreement relates (the “Schedule”) is filed on behalf of each of the undersigned; (ii) each person on whose behalf the Schedule and all subsequent amendments to the Schedule to which this agreement relates are filed are individually eligible to use the Schedule; (iii) the Schedule and all subsequent amendments to the Schedule to which this agreement relates shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements; (iv) the Schedule identifies all persons required to file a statement containing the information required by the Schedule with respect to the same securities; (v) each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making the filing, except to the extent that it knows or has reason to believe that such information is inaccurate.

This agreement may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument.

Dated: March 6, 2015

[Signatures on following page]

Dated: March 6, 2015

WARBURG PINCUS PRIVATE EQUITY IX, L.P.

By: Warburg Pincus IX GP L.P., its general partner
 By: WPP GP LLC, its general partner
 By: Warburg Pincus Partners, L.P., its managing member
 By: Warburg Pincus Partners GP LLC, its general partner
 By: Warburg Pincus & Co., its managing member

By: /s/ Robert B. Knauss

Name: Robert B. Knauss

Title: Partner

WARBURG PINCUS IX GP L.P.

By: WPP GP LLC, its general partner
 By: Warburg Pincus Partners, L.P., its managing member
 By: Warburg Pincus Partners GP LLC, its general partner
 By: Warburg Pincus & Co., its managing member

By: /s/ Robert B. Knauss

Name: Robert B. Knauss

Title: Partner

[Signature Page to Laredo Joint Filing Agreement]

Dated: March 6, 2015

WPP GP LLC

By: Warburg Pincus Partners, L.P., its managing member
 By: Warburg Pincus Partners GP LLC, its general partner
 By: Warburg Pincus & Co., its managing member

By: /s/ Robert B. Knauss

Name: Robert B. Knauss

Title: Partner

WARBURG PINCUS PARTNERS, L.P.

By: Warburg Pincus Partners GP LLC, its general partner
 By: Warburg Pincus & Co., its managing member

By: /s/ Robert B. Knauss

Name: Robert B. Knauss

Title: Partner

WARBURG PINCUS PARTNERS GP LLC

By: Warburg Pincus & Co., its managing member

By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS & CO.

By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

[Signature Page to Laredo Joint Filing Agreement]

Dated: March 6, 2015

WP ANTERO TOPCO, INC.

By: Warburg Pincus Private Equity X, L.P., its sole shareholder
By: Warburg Pincus X, L.P., its general partner
By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS PRIVATE EQUITY X, L.P.

By: Warburg Pincus X, L.P., its general partner
By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

[Signature Page to Laredo Joint Filing Agreement]

Dated: March 6, 2015

WARBURG PINCUS X, L.P.

By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS X GP L.P.

By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

[Signature Page to Laredo Joint Filing Agreement]

WARBURG PINCUS X PARTNERS, L.P.

By: Warburg Pincus X, L.P., its general partner
By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

WARBURG PINCUS PRIVATE EQUITY X O&G, L.P.

By: Warburg Pincus X, L.P., its general partner
By: Warburg Pincus X GP L.P., its general partner
By: WPP GP LLC, its general partner
By: Warburg Pincus Partners, L.P., its managing member
By: Warburg Pincus Partners GP LLC, its general partner
By: Warburg Pincus & Co., its managing member
By: /s/ Robert B. Knauss
Name: Robert B. Knauss
Title: Partner

[Signature Page to Laredo Joint Filing Agreement]

WARBURG PINCUS PRIVATE EQUITY (E&P) X, INC.

By: Warburg Pincus Private Equity (E&P) X-B, L.P., its sole shareholder
By: Warburg Pincus (E&P) X, L.P., its general partner
By: Warburg Pincus (E&P) X LLC, its general partner
By: Warburg Pincus Partners (E&P) LLC, its sole member
By: Warburg Pincus & Company US, LLC, its managing member
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

WARBURG PINCUS PRIVATE EQUITY (E&P) X-B, L.P.

By: Warburg Pincus (E&P) X, L.P., its general partner
By: Warburg Pincus (E&P) X LLC, its general partner
By: Warburg Pincus Partners (E&P) LLC, its sole member
By: Warburg Pincus & Company US, LLC, its managing member
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

[Signature Page to Laredo Joint Filing Agreement]

WARBURG PINCUS PRIVATE EQUITY (E&P) X-A, L.P.

By: Warburg Pincus (E&P) X, L.P., its general partner
By: Warburg Pincus (E&P) X LLC, its general partner
By: Warburg Pincus Partners (E&P) LLC, its sole member
By: Warburg Pincus & Company US, LLC, its managing member
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

WARBURG PINCUS (E&P) X, L.P.

By: Warburg Pincus (E&P) X LLC, its general partner
By: Warburg Pincus Partners (E&P) LLC, its sole member
By: Warburg Pincus & Company US, LLC, its managing member

By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

WARBURG PINCUS (E&P) X LLC

By: Warburg Pincus Partners (E&P) LLC, its sole member
By: Warburg Pincus & Company US, LLC, its managing member
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

[Signature Page to Laredo Joint Filing Agreement]

Dated: March 6, 2015

WARBURG PINCUS PARTNERS (E&P) LLC

By: Warburg Pincus & Company US, LLC, its managing member
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

WARBURG PINCUS & COMPANY US, LLC

By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

WARBURG PINCUS (BERMUDA) PRIVATE EQUITY X, LLC

By: Warburg Pincus (Bermuda) Private Equity X, L.P., its sole member
By: Warburg Pincus (Bermuda) X, L.P., its general partner
By: Warburg Pincus (Bermuda) X, Ltd., its general partner
By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorised Signatory

[Signature Page to Laredo Joint Filing Agreement]

Dated: March 6, 2015

WARBURG PINCUS (BERMUDA) PRIVATE EQUITY X, L.P.

By: Warburg Pincus (Bermuda) X, L.P., its general partner
By: Warburg Pincus (Bermuda) X, Ltd., its general partner
By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorised Signatory

WARBURG PINCUS (BERMUDA) X, L.P.

By: Warburg Pincus (Bermuda) X, Ltd., its general partner
By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorised Signatory

WARBURG PINCUS (BERMUDA) X, LTD.

By: Warburg Pincus (Bermuda) Private Equity Ltd., its sole shareholder
By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorised Signatory

WARBURG PINCUS (BERMUDA) PRIVATE EQUITY LTD.

By: /s/ Steven G. Glenn
Name: Steven G. Glenn

[Signature Page to Laredo Joint Filing Agreement]

Dated: March 6, 2015

WARBURG PINCUS LLC

By: /s/ Robert B. Knauss

Name: Robert B. Knauss

Title: Managing Director

CHARLES R. KAYE

By: /s/ Robert B. Knauss

Name: Charles R. Kaye

Title: Robert B. Knauss, Attorney-in-Fact*

JOSEPH P. LANDY

By: /s/ Robert B. Knauss

Name: Joseph P. Landy

Title: Robert B. Knauss, Attorney-in-Fact*

* The Power of Attorney given by each of Mr. Kaye and Mr. Landy was previously filed with the U.S. Securities & Exchange Commission on November 26, 2013 as an exhibit to a statement on Form 4 filed by Warburg Pincus Private Equity IX, L.P. with respect to Laredo Petroleum, Inc. (f/k/a Laredo Petroleum Holdings, Inc.) and is hereby incorporated by reference.

[Signature Page to Laredo Joint Filing Agreement]

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made as of December 20, 2011 among Laredo Petroleum Holdings, Inc., a Delaware corporation (the “**Company**”), and the stockholders of the Company listed on the signature pages hereto.

Section 1. Certain Definitions. As used in this Agreement, capitalized terms not otherwise defined herein shall have the meanings ascribed to them below:

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in The City of New York.

“**Board**” means the board of directors of the Company.

“**Common Stock**” means the common stock, par value \$0.01 per share, of the Company, and any equity securities issued or issuable in exchange for or with respect to the Common Stock by way of a stock dividend, stock split or combination of shares or in connection with a reclassification, recapitalization, merger, consolidation or other reorganization or otherwise.

“**Demand Registration**” has the meaning set forth in Section 2 hereof.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**FINRA**” means the Financial Industry Regulatory Authority, Inc.

“**Holder**” or “**Holders**” means any Person who holds or shall acquire and hold Registrable Securities in accordance with the terms of this Agreement.

“**Institutional Investors**” means Warburg Pincus Private Equity IX, L.P., WP IX Finance LP, Warburg Pincus Private Equity X O&G, L.P. and Warburg Pincus X Partners, L.P. and each of their respective Affiliates, successors and assigns.

“**Investor Securities**” means Registrable Securities obtained by a Holder other than an Institutional Investor through the exchange of Preferred Units in the Merger.

“**Issuer Free Writing Prospectus**” means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of Registrable Securities.

“**IPO**” means a firm commitment underwritten initial public offering by the Company or its stockholders of Common Stock pursuant to an effective registration statement under the Securities Act (a) for which aggregate cash proceeds to be received by the Company from such offering (without deducting underwriting discounts, expenses and commissions) are at least \$100,000,000, and (b) pursuant to which such Common Stock is authorized and approved for listing on the New York Stock Exchange or admitted to trading and quoted in the NASDAQ Global Market system.

“**Losses**” means all losses, claims, damages, liabilities, costs, expenses, judgments, fines, penalties, charges and amounts paid in settlement thereof, including, without limitation, reasonable attorney’s fees and any other fees and expenses incurred in connection with any investigation or Proceeding in connection therewith.

“**Majority Holders**” means Holders of more than 50% of the Registrable Securities proposed to be included in any offering of Registrable Securities by such Holders pursuant to Section 2 or Section 3 of this Agreement.

“**Management Securities**” means Registrable Securities obtained by a Holder through the exchange of Profits Units in the Merger.

“**Merger**” means the merger of Laredo Petroleum, LLC with and into the Company.

“**Person**” means any individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity or any governmental or regulatory body or other agency or authority or political subdivision thereof, including any successor, by merger or otherwise, of any of the foregoing.

“**Preferred Units**” means the preferred units issued by Laredo Petroleum, LLC.

“**Proceeding**” means an action, claim, suit, arbitration or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

“**Profits Units**” means the profits units issued by Laredo Petroleum, LLC.

“**Prospectus**” means the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including, without limitation, post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

“**Registrable Securities**” means the shares of Common Stock issued to the Holders as set forth on Schedule I hereto. Any particular Registrable Securities shall cease to be Registrable Securities when (i) they are sold pursuant to an effective Registration Statement under the Securities Act, (ii) they are sold pursuant to Rule 144 (or any similar provision then in force under the Securities Act) and the transferee thereof does not receive “restricted securities” as defined in Rule 144, (iii) they cease to be outstanding, (iv) they have been sold in a private transaction in which the transferor’s rights hereunder are not

assigned to the transferee of the securities in accordance with the terms herein, (v) they become eligible for resale pursuant to Rule 144(k) (or any similar rule then in effect under the Securities Act) and the holder of such securities does not then beneficially own more than 2% of such class of securities or (vi) they become eligible for resale pursuant to Rule 144 (or any similar rule then in effect under the

Securities Act) and the holder of such securities does not then beneficially own more than 1% of such class of securities.

“Registration Expenses” means all fees and expenses (excluding underwriter discounts and commissions) incurred in connection with the Company’s performance of or compliance with the provisions of Section 2, including: (i) all registration, listing, qualification and filing fees (including FINRA filing fees); (ii) fees and expenses of compliance with state securities or “blue sky” laws (including counsel fees in connection with the preparation of a blue sky and legal investment survey and FINRA filings); (iii) printing and copying expenses; (iv) messenger, telephone and delivery expenses; (v) expenses incurred in connection with any road show; (vi) fees and disbursements of counsel for the Company; (vii) with respect to each registration, the fees and disbursements of one counsel for the selling Holder(s) selected by the Majority Holders; (viii) fees and disbursements of independent public accountants, including the expenses of any audit or “cold comfort” letter, and fees and expenses of other persons, including special experts, retained by the Company; (ix) underwriter fees, excluding discounts and commissions, and any other expenses which are customarily borne by the issuer or seller of securities in a public equity offering; and (x) all internal expenses of the Company (including all salaries and expenses of officers and employees performing legal or accounting duties).

“Registration Statement” means any registration statement of the Company under the Securities Act which permits the public offering of any of the Registrable Securities pursuant to the provisions herein, including, without limitation, the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

“Rule 144” means Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Shelf Registration” means a Demand Registration filed pursuant to Rule 415 of the Securities Act on Form S-3 or other comparable form that permits the Company to incorporate by reference all of its filings under the Exchange Act.

“Warburg IX” means both of Warburg Pincus Private Equity IX, L.P. and WP IX Finance LP

“Warburg X” means both of Warburg Pincus Private Equity X O&G L.P. and Warburg Pincus X Partners L.P.

Section 2. Demand Registration.

(a) Requests for Registration. Subject to the limits set forth in this Agreement, including, without limitation, the restrictions set forth in Section 4 hereof, at any time after an

IPO, the Institutional Investors shall have the right, by delivering a written notice to the Company (a **“Demand Notice”**), to require the Company to register, pursuant to the terms herein and in accordance with the provisions of the Securities Act, the offer and sale of the number of Registrable Securities requested to be so registered pursuant to the terms herein (a **“Demand Registration”**). Within ten (10) days after receipt by the Company of a Demand Notice, the Company shall give written notice (the **“Notice”**) of such Demand Notice to all Holders. The Company shall, subject to the provisions of Section 2(b) hereof, include in such registration all Registrable Securities with respect to which the Company receives written requests for inclusion therein within ten (10) days after such Notice is given by the Company to Holders.

Following receipt of a Demand Notice, the Company shall use its reasonable best efforts to file a Registration Statement as promptly as practicable, but not later than thirty (30) days after receipt of such Demand Notice, and shall use its reasonable best efforts to cause such Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof.

Warburg IX and Warburg X shall be entitled to two (2) Demand Registrations each; provided, however, that Warburg IX and Warburg X shall be entitled to an unlimited number of Demand Registrations that constitute Shelf Registrations. Notwithstanding any other provisions of this Section 2, in no event shall more than one Demand Registration occur within any six (6) month period from the effective date of any Registration Statement filed pursuant to a prior Demand Notice or within one hundred twenty (120) days after the effective date of a Registration Statement filed by the Company; provided, however, that no Demand Registration may be prohibited for such 120-day period more often than once in a twelve (12) month period.

No Demand Registration shall be deemed to have occurred for purposes of this Section 2 if the Registration Statement relating thereto (i) does not become effective, (ii) is not maintained effective for the period required pursuant to this Section 2(a) or (iii) the offering of the Registrable Securities pursuant to such Registration Statement is subject to a stop order, injunction or similar order or requirement of the SEC during such period. In the case of each of clauses (i), (ii) and (iii), the requesting Holder shall be entitled to an additional Demand Registration.

All requests made pursuant to this Section 2 will specify the amount of Registrable Securities to be included in the Registration Statement and the intended methods of distribution thereof.

The Company shall be required to maintain the effectiveness of the Registration Statement (except in the case of a Shelf Registration) with respect to any Demand Registration for a period of at least one hundred eighty (180) days after the effective date thereof or such shorter period in which all Registrable

Securities included in such Registration Statement have actually been sold; provided, however, that such period shall be extended for a period of time equal to the period the Holder refrains from selling any securities included in such Registration Statement at the request of (x) an underwriter or (y) the Company pursuant to the provisions herein. The Company shall be required to maintain the effectiveness of a Registration Statement for a Shelf Registration at all times after the effective date thereof until all Registrable Securities included in such Registration Statement have actually been sold; provided, however, that any

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Holder of Registrable Securities that have been included in a Registration Statement for a Shelf Registration may request that such Registrable Securities be removed from such Registration Statement, in which event the Company shall promptly either withdraw such Registration Statement or file a post-effective amendment to such Registration Statement removing such Registrable Securities.

Notwithstanding anything contained herein to the contrary, the Company hereby agrees that (i) each Shelf Registration shall contain all language (including, without limitation, on the Prospectus cover sheet, the principal stockholders' table and the plan of distribution) as may be reasonably requested by a Holder to allow for a distribution to, and resale by, the direct and indirect partners, members or stockholders of a Holder (a "**Partner Distribution**") and (ii) the Company shall, at the reasonable request of any Holder seeking to effect a Partner Distribution, file any Prospectus supplement or post-effective amendments and otherwise take any action reasonably necessary to include such language, if such language was not included in the initial Registration Statement, or revise such language if deemed reasonably necessary by such Holder to effect such Partner Distribution.

(b) Priority on Demand Registration. If any of the Registrable Securities included in a Demand Registration are to be sold in a firm commitment underwritten offering, and the managing underwriter or underwriters advise the Company or the Holders thereof in writing that in its or their view the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including, without limitation, Registrable Securities proposed to be included by other Holders entitled to participate in such offering pursuant to other registration rights granted herein), then the number of Registrable Securities that in the opinion of such managing underwriter can be sold without adversely affecting such offering shall be included in the following order:

First, Registrable Securities held by the Institutional Investors requesting the Demand Registration and then by the other Institutional Investors pro rata based on the amount of Registrable Securities held by such Institutional Investors;

Second, Investor Securities, pro rata based on the amount of Investor Securities requested to be included by the Holders thereof; and

Third, Management Securities pro rata based on the amount of Management Securities requested to be included by the Holders thereof.

In connection with any Demand Registration to which the provisions of this subsection (b) apply, no securities other than Registrable Securities shall be covered by such Demand Registration, and such registration shall not reduce the number of available Demand Registrations under this Section 2 in the event that the Registration Statement excludes more than 20% of the aggregate number of Registrable Securities requested to be included by the Institutional Investors (whether pursuant to the Demand Notice or in response to the Notice).

(c) Postponement of Demand Registration. The Company shall be entitled to postpone (but not more than once in any twelve-month period), for a reasonable period of time not in excess of sixty (60) days, the filing of a Registration Statement if the Company delivers to

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the Holders requesting registration a resolution of the Board that, in the good faith judgment of the Board, such registration and offering would reasonably be expected to materially adversely affect any bona fide material financing of the Company or any material transaction under consideration by the Company or would require disclosure of information that has not been disclosed to the public and is not otherwise required to be disclosed at that time, the premature disclosure of which would materially adversely affect the Company. Such Board resolution shall contain a statement of the reasons for such postponement and an approximation of the anticipated delay. The Holders receiving such resolution shall keep the information contained in such resolution confidential on the same terms set forth in Section 5(p). If the Company shall so postpone the filing of a Registration Statement, the Holder who made the Demand Registration shall have the right to withdraw the request for registration by giving written notice to the Company within twenty (20) days of the anticipated termination date of the postponement period, as provided in such resolution delivered to the Holders, and in the event of such withdrawal, such request shall not be counted for purposes of the number of Demand Registrations to which such Holder is entitled pursuant to the terms herein.

(d) Use, and Suspension of Use, of Shelf Registration. If the Company has filed a Registration Statement for a Shelf Registration, the Company shall be entitled to suspend (but not more than an aggregate of ninety (90) days in any twelve month period), for a reasonable period of time not in excess of ninety (90) days, the offer or sale of Registrable Securities pursuant to such Registration Statement if (i) a "road show" is not then in progress with respect to a proposed offering of Registrable Securities pursuant to such Registration Statement and no Holder has executed an underwriting agreement with respect to a pending sale of Registrable Securities pursuant to such Registration Statement and (ii) the Company delivers to the Holders of Registrable Securities included in such Registration Statement a resolution of the Board that, in the good faith judgment of the Board, such offer or sale would reasonably be expected to materially adversely affect any bona fide material financing of the Company or any material transaction under consideration by the Company or would require disclosure of information that has not been disclosed to the public and is not otherwise required to be disclosed at that time, the premature disclosure of which would materially adversely affect the Company. Such Board resolution shall contain a statement of the reasons for such postponement and an approximation of the anticipated delay. The Holders receiving such resolution shall keep the information contained in such certificate confidential on the same terms set forth in Section 5(p).

Section 3. Piggyback Registration.

(a) Right to Piggyback. If, at any time after an IPO, the Company proposes to file a registration statement under the Securities Act with respect to an offering of Common Stock (other than a registration statement (i) on Form S-4, Form S-8 or any successor forms thereto, (ii) filed solely in connection with an exchange offer or any employee benefit or dividend reinvestment plan or (iii) filed for a Demand Registration that is not a Shelf Registration), then, each such time, the Company shall give prompt written notice of such proposed filing at least fifteen (15) days before the anticipated filing date (the "**Piggyback Notice**") to all Holders. The Piggyback Notice shall offer Holders the opportunity to include in such registration statement the number of Registrable

inclusion therein within ten (10) days after notice has been given to the Holders. Holders exercising their rights under this Section 3(a) shall be permitted to withdraw all or part of the Registrable Securities from a Piggyback Registration at any time prior to the effective date of such Piggyback Registration. The Company shall not be required to maintain the effectiveness of the Registration Statement for a Piggyback Registration beyond the earlier to occur of (i) one hundred eighty (180) days after the effective date thereof and (ii) consummation of the distribution of the Registrable Securities included in such Registration Statement. Notwithstanding the foregoing, any Holder participating in a Shelf Registration may request that such Holder’s Registrable Securities be removed from such Registration Statement after effectiveness, in which event the Company shall promptly either withdraw such Registration Statement or file a post-effective amendment to such Registration Statement removing such Registrable Securities.

(b) **Priority on Piggyback Registrations.** The Company shall use its reasonable best efforts to cause the managing underwriter or underwriters of a proposed underwritten offering to include all Registrable Securities requested by Holders under this Section on the same terms and conditions as any other shares of Common Stock of the Company included therein. Notwithstanding the foregoing, if the managing underwriter or underwriters of such underwritten offering have informed the Company in writing that in its or their view the total number of shares or dollar amount of Common Stock that the Holders, the Company and any other Persons having rights to participate in such registration, intend to include in such offering is such as to adversely affect the success of such offering, then the number of shares of Common Stock that in the opinion of such managing underwriter can be sold without adversely affecting such offering shall be included in the following order:

First, the shares of Common Stock being offered for the account of the Company;

Second, the Investor Securities, pro rata based on the number of Investor Securities requested to be included by Holders thereof;

Third, the Management Securities, pro rata based on the number of Management Securities requested to be included by the Holders thereof; and

Fourth, the shares of Common Stock being offered for the account of any other Persons, pro rata based on the number of shares of Common Stock requested to be included by the holders thereof.

Notwithstanding anything contained herein to the contrary, the Company hereby agrees that (i) any Piggyback Registration that is a Shelf Registration shall contain all language (including, without limitation, on the Prospectus cover sheet, the principal stockholders’ table and the plan of distribution) as may be reasonably requested by a Holder to allow for a Partner Distribution and (ii) the Company shall, at the reasonable request of any Holder seeking to effect a Partner Distribution, file any Prospectus supplement or post-effective amendments and otherwise take any action reasonably necessary to include such language, if such language was not included in the initial Registration Statement, or revise such language if deemed reasonably necessary by such Holder to effect such Partner Distribution.

Notwithstanding anything herein to the contrary, in respect of any offering contemplated herein (whether under Section 2, Section 3 or otherwise) no Holder or any of its affiliates (other than the Company), officers, directors, partners, members, stockholders or representatives shall be required, directly or indirectly, to make any representations or warranties to, or agreements with, the Company or the underwriters (including, without limitation, agreements with respect to indemnification) other than representations, warranties or agreements regarding such Holder, its ownership of and title to the Registrable Securities and its intended method of distribution, and any liability of any such Holder or its affiliates (other than the Company) to any underwriter or other Person under such underwriting agreement shall be limited to liability arising from breach of its representations and warranties and shall be limited to an amount equal to the total price at which the Registrable Securities sold by such Holder were offered to the public (net of discounts and commissions paid by such Holder in connection with such offering).

Section 4. Restrictions on Public Sale by Holders.

Each Holder agrees, in connection with any underwritten offering made pursuant to a Registration Statement (whether or not such Holder elected to include Registrable Securities in such Registration Statement), if requested (pursuant to a written notice) by the managing underwriter or underwriters in an underwritten offering, not to effect any public sale or distribution of any Common Stock (except as part of such underwritten offering), including a sale pursuant to Rule 144, or to give any Demand Notice, in each case during the period commencing on the date of the request (which shall be no earlier than 14 days prior to the expected “pricing” of such offering) and continuing for not more than (a) ninety (90) days with respect to any underwritten public offering made prior to the second anniversary of the IPO or (b) sixty (60) days with respect to any underwritten public offering made after the second anniversary of the IPO, after the date of the Prospectus (or Prospectus supplement if the offering is a Shelf Registration) pursuant to which such public offering shall be made or such shorter period as is required by the managing underwriter, provided, however, that the Company and all officers, directors and managers, as applicable, of the Company must be subject to the same restrictions.

Section 5. Registration Procedures.

If and whenever the Company is required to register the offer and sale under the Securities Act of any Registrable Securities pursuant to the terms of this Agreement, the Company shall take all such actions as are reasonably necessary to cause such registration to be effected as expeditiously as possible, including the following:

(a) Prepare and file with the SEC a Registration Statement or Registration Statements on any form which shall be available for the offer and sale of the Registrable Securities by the Holders in accordance with the intended method or methods of distribution of such Registrable Securities (including, without limitation, a Partner Distribution), and use its reasonable best efforts to cause such Registration Statement to become effective and to remain effective as provided herein; provided, however, that no later than ten (10) days before filing a Registration Statement or Prospectus or any amendments or supplements thereto (including, without limitation, documents that would be incorporated or deemed to be incorporated therein by reference), the Company shall furnish or otherwise make available to the Holders of the

Registrable Securities covered by such Registration Statement, their counsel and the managing underwriters, if any, copies of all such documents proposed to be filed, which documents shall be subject to the review and comments of such Holders, counsel and managing underwriters. The Company shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto (including, without limitation, such documents that, upon filing, would be incorporated or deemed to be incorporated by reference therein) with respect to a Demand Registration to which the Holders of 66 2/3% of the Registrable Securities covered by such Registration Statement, their counsel, or the managing underwriters, if any, shall reasonably object, unless, in the opinion of the Company and its counsel, such filing is necessary to comply with applicable law.

(b) Prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective during the period provided herein and comply in all material respects with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement; and cause the related Prospectus to be supplemented by any Prospectus supplement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of the securities covered by such Registration Statement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act; provided, however, that any Holder of Registrable Securities that has been included in a Registration Statement for a Shelf Registration may request that such Holder's Registrable Securities be removed from such Registration Statement, in which event the Company shall promptly either withdraw such Registration Statement or file a post-effective amendment to such Registration Statement removing such Registrable Securities.

(c) Notify each Holder of Registrable Securities included in a Registration Statement, its counsel and the managing underwriters, if any, promptly, and (if requested by any such Person) confirm such notice in writing, (i) when a Prospectus or any Prospectus supplement or post-effective amendment related to such Registration Statements has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any notice from the SEC that there will be a review of such Registration Statement and promptly provide such Holders, their counsel and the managing underwriters, if any, with a copy of any SEC comments received by the Company in connection therewith, (iii) of any request by the SEC or any other Federal or state governmental authority for amendments or supplements to such Registration Statement or related Prospectus or for additional information, (iv) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for that purpose, (v) if at any time the representations and warranties of the Company contained in any applicable agreement (including, without limitation, any underwriting agreement) contemplated by Section 5(o) below cease to be true and correct, (vi) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of such Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (vii) of the occurrence of any event that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state

any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) Use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction.

(e) If requested by the managing underwriters, if any, or any Holder of Registrable Securities being sold in connection with an underwritten offering, promptly include in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, and such Holders may reasonably request in order to permit the intended method of distribution of such Registrable Securities and make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received such request.

(f) Furnish or make available to each Holder of Registrable Securities included in a Registration Statement, its counsel and each managing underwriter, if any, without charge, at least five (5) conformed copies of such Registration Statement, the Prospectus and Prospectus supplements, if applicable, and each post-effective amendment thereto, including financial statements (but excluding schedules, all documents incorporated or deemed to be incorporated therein by reference and all exhibits, unless requested by such holder, counsel or underwriter).

(g) Deliver to each Holder of Registrable Securities included in a Registration Statement, its counsel and the underwriters, if any, without charge, as many copies of the related Prospectus or Prospectuses (including each form of Prospectus) and each amendment or supplement thereto as such Persons may reasonably request in connection with the distribution of such Registrable Securities; and the Company, subject to the last paragraph of this Section 5, hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of such Holders and the underwriters, if any, in connection with the offer and sale of such Registrable Securities.

(h) Prior to any public offering of Registrable Securities, use its reasonable best efforts to register or qualify or cooperate with the Holders of such Registrable Securities, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of such jurisdictions within the United States as any seller or underwriter reasonably requests and to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and to take any other action that may be necessary or advisable to enable such Holders to consummate the disposition of such Registrable Securities in such jurisdiction; provided, however, that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject.

(i) Cooperate with the Holders of Registrable Securities included in a Registration Statement and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing such Registrable Securities, after receiving written representations from each such Holder that the Registrable Securities represented by the certificates so delivered by such Holder will be transferred in accordance with such Registration Statement, and enable certificates representing such Registrable Securities to be in such denominations and registered in such names as the managing underwriters, if any, or Holders may request at least two (2) Business Days prior to any sale of such Registrable Securities in a firm commitment public offering, but in any other such sale, within ten (10) Business Days prior to having to deliver such certificates.

(j) Use its reasonable best efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities within the United States, except as may be required solely as a consequence of the nature of the business of the Holder of such Registrable Securities, in which case the Company will cooperate in all reasonable respects with the filing of such registration and the granting of such approvals, as may be necessary to enable such Holders or the underwriters, if any, to consummate the disposition of such Registrable Securities.

(k) Upon the occurrence of any event contemplated by Section 5(c)(vii) above, prepare a supplement or post-effective amendment to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) Prior to the effective date of a Registration Statement, provide a CUSIP number for the Registrable Securities being offered and sold thereunder.

(m) Provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by a Registration Statement from and after a date not later than the effective date of such Registration Statement.

(n) Use its reasonable best efforts to cause all Registrable Securities covered by a Registration Statement to be authorized to be quoted on the NASDAQ Global Market or listed on a national securities exchange if shares of the particular class of Registrable Securities are at that time quoted on the NASDAQ Global Market or listed on such exchange, as the case may be.

(o) Enter into such agreements (including, without limitation, an underwriting agreement in form, scope and substance as is customary in underwritten offerings) and take all such other actions reasonably requested by the Holders of a majority of the Registrable Securities included in a Registration Statement (including those reasonably requested by the managing underwriters, if any) to expedite or facilitate the offer and sale of such Registrable Securities, and in such connection, whether or not an underwriting agreement is entered into and whether or not such Registration Statement includes an underwritten offering, (i) make such representations and

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warranties to the Holders of the Registrable Securities included in such Registration Statement and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and, if true, confirm the same if and when requested, (ii) furnish to such Holders opinions of counsel and a negative assurance letter to the Company and updates thereof (which counsel, opinions and letter (in form, scope and substance, in the case of such opinions and such letter) shall be reasonably satisfactory to such Holders, the managing underwriters, if any, and counsels to such Holders), addressed to each such Holder and each of the underwriters, if any, covering the matters customarily covered in opinions and negative assurance letters requested in underwritten offerings and such other matters as may be reasonably requested by such Holders, counsel and underwriters, (iii) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) who have certified the financial statements included in such Registration Statement, addressed to each such Holder (unless such accountants shall be prohibited from so addressing such letters by applicable standards of the accounting profession) and each of the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, which form and substance shall be reasonably acceptable to such Holders, (iv) obtain a report of the independent petroleum engineers of the Company relating to the oil and natural gas reserves of the Company, such report to be in customary form and covering matters customarily covered in such reports, (v) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures substantially to the effect set forth in Section 7 hereof with respect to all parties to be indemnified pursuant to said Section and (vi) deliver such documents and certificates as may be reasonably requested by any such Holder, such Holder's counsel and the managing underwriters, if any, to evidence the continued validity of the representations and warranties made pursuant to Section 5(o)(i) above and to evidence compliance with the conditions contained in the underwriting agreement or other agreement entered into by the Company. The above shall be done at each closing under such underwriting or similar agreement, or as and to the extent required thereunder.

(p) Make available for inspection by the Holders of Registrable Securities included in a Registration Statement, any underwriter participating in an offer and sale of such Registrable Securities, if any, and any attorneys or accountants retained by such Holders or underwriter, at the offices where normally kept, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information in each case reasonably requested by any such Holder, underwriter, attorney or accountant in connection with such Registration Statement; provided, however, that any information that is not publicly available at the time of delivery of such information shall be kept confidential by such Persons (other than disclosure by such Persons to such Persons' respective affiliates) unless (i) disclosure of such information is required by court or administrative order or other legal process, (ii) disclosure of such information is required by law, or (iii) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard by such Person. In the case of a proposed disclosure pursuant to (i) or (ii) above, such Person shall be required to give the Company written notice of the proposed

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disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure.

(q) Comply with all applicable rules and regulations of the SEC and make available to the holders of the Common Stock earning statements satisfying the provisions of Section 11 (a) of the Securities Act and Rule 158 thereunder, or any similar rule promulgated under the Securities Act, no later than forty-five (45) days after the end of any twelve (12) month period (or ninety (90) days after the end of any twelve (12) month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effective date of a Registration Statement, which statements shall cover one of said twelve (12) month periods.

(r) Cause its officers to support the marketing of the Registrable Securities covered by a Registration Statement (including, without limitation, participation in "road shows").

(s) Notwithstanding anything contained herein to the contrary, the Company hereby agrees that any Shelf Registration shall contain all language (including, without limitation, on the prospectus cover sheet, the principal stockholders' table and the plan of distribution) as may be reasonably requested by a Holder of Registrable Securities included in such Shelf Registration. The Company may require each such Holder to furnish to the Company in writing such information required in connection with such registration regarding such Holder and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing.

(t) Each Holder agrees if such Holder has Registrable Securities included in a Registration Statement that, upon receipt of any notice from the Company of the occurrence of any event of the kind described in Section 5(c)(iii), 5(c)(iv), 5(c)(v), 5(c)(vi) or 5(c)(vii) hereof, such Holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until such Holder is advised in writing by the Company that the disposition may be resumed and, if applicable, has received copies of the supplemented or amended Prospectus contemplated by Section 5(k) hereof, together with any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus; provided, however, that the Company shall extend the time periods under Section 2 with respect to the length of time that the effectiveness of such Registration Statement must be maintained by the amount of time the holder is required to discontinue disposition of such securities.

Section 6. Registration Expenses.

The Company shall pay all Registration Expenses in connection with the registration of the Registrable Securities pursuant to this Agreement regardless of whether or not any Registration Statement is filed or becomes effective. In addition, the Company shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on any

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securities exchange on which similar securities issued by the Company are then listed and rating agency fees and the fees and expenses of any Person, including special experts, retained by the Company.

The Company shall not be required to pay (i) fees and disbursements of any counsel retained by any Holder of Registrable Securities or by any underwriter, (ii) any underwriter's fees (including discounts, commissions or fees of underwriters, selling brokers, dealer managers or similar securities industry professionals) relating to the distribution of Registrable Securities for the account of a Holder or (iii) any other expenses of a Holder not specifically required to be paid by the Company pursuant to the first paragraph of this Section 6.

Section 7. Indemnification.

(a) Indemnification by the Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the fullest extent permitted by law, each Holder whose Registrable Securities are covered by a Registration Statement or Prospectus, the affiliates, officers, directors, partners, members, managers, stockholders, accountants, attorneys, agents and employees of each of them, each Person who controls each such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, stockholders, accountants, attorneys, agents and employees of each such controlling person (collectively, the "**Stockholder Indemnified Persons**"), from and against any and all Losses, as incurred, arising out of or based upon (i) any untrue statement (or alleged untrue statement) of a material fact contained in any Prospectus, offering circular or other document (including, without limitation, any related Registration Statement, Issuer Free Writing Prospectus, or similar issuer information filed or required to be filed pursuant to Rule 433(d) under the Securities Act) incident to any such registration, qualification, or compliance, (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or, with respect to any prospectus, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iii) any violation by the Company of the Securities Act or state securities or Blue Sky laws or, in each case, any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification, or compliance, and will reimburse each such Stockholder Indemnified Person for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any Proceeding relating to any such Losses; provided, however, that the Company will not be liable in any such case to the extent that any such Losses arise out of or are based on any untrue statement or omission by such Holder or underwriter, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, Prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder or underwriter specifically for use in connection with the preparation of such Registration Statement, Prospectus, offering circular or other document. It is agreed that the indemnity agreement contained in this Section 7(a) shall not apply to amounts paid in settlement of any such Losses if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld). The Company also agrees to indemnify any underwriter of Registrable Securities and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such underwriter, on

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substantially the same basis as that provided to the Stockholder Indemnified Persons in this Section 7(a).

(b) Indemnification by Holder of Registrable Securities. In connection with any Registration Statement in which a Holder is participating, such Holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with such Registration Statement or related Prospectus and agrees to indemnify, to the fullest extent permitted by law, severally and not jointly, the Company, its directors, officers, managers,

accountants, attorneys, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, partners, members, managers, stockholders, accountants, attorneys, agents or employees of such controlling persons (collectively, the “**Company Indemnified Persons**”), from and against all Losses, as incurred, arising out of or based upon (i) any untrue statement of a material fact contained in any such Registration Statement, Prospectus, offering circular or other document, or (ii) any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or, with respect to any Prospectus, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse each such Company Indemnified Person for any legal and any other expenses reasonably incurred in connection with investigating or defending any Proceeding relating to any such Losses, in each case to the extent, but only to the extent, that such untrue statement or omission is made in such Registration Statement, Prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by such Holder specifically for use in connection with the preparation of such Registration Statement, Prospectus, offering circular or other document; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided further, however, that the liability of each such Holder shall be limited to the net proceeds received by such Holder from the sale of Registrable Securities covered by such Registration Statement. Each such Holder also agrees to indemnify any underwriter of Registrable Securities and each person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) such underwriter, on substantially the same basis as that provided to the Company Indemnified Persons in this Section 7(b).

(c) Conduct of Indemnification Proceedings. If any Person shall be entitled to indemnity hereunder (an “**indemnified party**”), such indemnified party shall give prompt notice to the party from which such indemnity is sought (the “**indemnifying party**”) of any Proceeding with respect to which such indemnified party seeks indemnification or contribution pursuant hereto; provided, however, that the delay or failure to so notify the indemnifying party shall not relieve the indemnifying party from any obligation or liability except to the extent that the indemnifying party has been prejudiced by such delay or failure. The indemnifying party shall have the right, exercisable by giving written notice to an indemnified party promptly after the receipt of written notice from such indemnified party of such Proceeding, to, unless in the indemnified party’s reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such Proceeding, assume, at the indemnifying party’s expense, the defense of any such Proceeding, with counsel reasonably satisfactory to such indemnified party; provided, however, that an indemnified party shall have the right to

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employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless: (i) the indemnifying party agrees to pay such fees and expenses, (ii) the indemnifying party fails promptly to assume, or in the event of a conflict of interest cannot assume, the defense of such Proceeding or fails to employ counsel reasonably satisfactory to such indemnified party (in which case the indemnified party shall have the right to employ counsel and to assume the defense of such Proceeding), (iii) the indemnified party shall have reasonably concluded that there may be one or more legal or equitable defense available to such indemnified party which are additional to or conflict with those available to the indemnifying party or (iv) the named parties to any such Proceeding (including any impleaded parties) include both the indemnified party and the indemnifying party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them; provided further, however, that the indemnifying party shall not, in connection with any one such Proceeding or separate but substantially similar or related Proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the indemnified parties, or for fees and expenses that are not reasonable. Whether or not such defense is assumed by the indemnifying party, such indemnified party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld). The indemnifying party shall not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release, in form and substance reasonably satisfactory to the indemnified party, from all liability in respect of such Proceeding for which such indemnified party would be entitled to indemnification hereunder.

(d) Contribution. If the indemnification provided for in this Section 7 is unavailable to an indemnified party in respect of any Losses (other than in accordance with its terms), then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party, on the one hand, and indemnified party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been taken by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 7(d), an indemnifying party that is a Holder shall not be required to contribute any amount in excess of the amount by which the net proceeds from the sale of the Registrable Securities sold by such indemnifying party exceeds the amount of any damages that such indemnifying party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person

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guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The obligation of each Holder to contribute pursuant to this Section 7(d) is several, and not joint, in proportion to the net proceeds of the offering received by such Holder in relation to the total net proceeds of the offering received by all of the Holders participating in such offering.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in any underwriting agreement entered into in connection with any underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

Section 8. Rule 144.

After an IPO, the Company shall file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner, and will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144. Upon the request of any Holder, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

Section 9. Underwritten Registrations.

If any Demand Registration is an underwritten offering, the Institutional Investors shall have the right to select the investment banker or investment bankers and managers to administer the offering, subject to approval of the Board, not to be unreasonably withheld. The Company shall have the right to select the investment banker or investment bankers and managers to administer any Piggyback Registration.

Section 10. Limitation on Subsequent Registration Rights.

The Company shall not, without the prior written consent of the holders of 66 2/3% of the Investor Securities, enter into any agreement with any holder or prospective holder of any securities of the Company, giving such holder or prospective holder any registration rights the terms of which are equivalent to or more favorable than the registration rights granted to Holders hereunder, or which would reduce the amount of Registrable Securities the Holders can include in any registration filed pursuant to Section 2 hereof, unless such rights are subordinate to those of the Holders.

Section 11. Miscellaneous.

(a) **Amendments and Waivers.** The provisions herein, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the written consent of holders of 66 2/3% of the Investor Securities; **provided, however,** that in no event shall the obligations of any Holder be materially increased or the rights of any such Holder be adversely affected (without similarly adversely affecting the rights of all such holders), except upon the written

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consent of such Holder. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by holders of at least 66 2/3% of the Registrable Securities being sold by such holders pursuant to such Registration Statement.

(b) **Notices.** All notices required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied and confirmed, mailed by certified mail, return receipt requested, or delivered by overnight delivery service with proof of receipt maintained, at the following address (or any other address that any such party may designate by written notice to the other parties):

- (i) if to the Company, to the address of its principal executive offices; and
- (ii) if to any Holder, at such Holder's address as set forth in the records of the Company.

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy, be deemed received on the first (1st) Business Day following confirmation; shall, if delivered by overnight delivery service, be deemed received the first (1st) Business Day after being sent; and shall, if delivered by certified mail, be deemed received upon the earlier of actual receipt thereof or five (5) Business Days after the date of deposit in the United States mail.

(c) **Successors and Assigns.** The provisions herein shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including subsequent holders of Registrable Securities acquired, directly or indirectly, from a Holder, including, without limitation, parties who have received Registrable Securities pursuant to a Partner Distribution. Any such successor or assign shall agree in writing to hold the Registrable Securities acquired from such Holder subject to all of the terms hereof.

(d) **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement; **provided, however,** that Persons specifically entitled to indemnification under Section 7 of this Agreement shall be third party beneficiaries of the provisions of such Section 7.

(e) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions herein.

(f) **Securities Held by the Company or its Subsidiaries.** Whenever the consent or approval of Holders is required hereunder, Registrable Securities held by the Company or its subsidiaries shall not be counted in determining whether such consent or approval was given by the Holders.

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(g) **Termination.** The provisions herein shall terminate on the date when no Registrable Securities remain outstanding; provided, that Sections 6 and 7 shall survive any termination hereof.

(h) **Specific Performance.** The parties hereto recognize and agree that money damages may be insufficient to compensate the Holders for breaches by the Company of the terms hereof and, consequently, that the equitable remedy of specific performance of the terms hereof will be available in the event of any such breach.

(i) **Governing Law.** This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied by operation of conflicts of laws principles.

(j) Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties with respect to the subject matter hereof and thereof.

(k) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

(l) Facsimile Signature. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LAREDO PETROLEUM HOLDINGS, INC.

By: _____
Name:
Title:

[HOLDER]

By: _____
Name:
[Title:]

[Signature Page to Registration Rights Agreement]

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of March 5, 2015 (as may be amended from time to time, this “Agreement”), is by and among Warburg Pincus Private Equity X O&G, L.P., a Delaware limited partnership (“Buyer”) and each party executing a Seller Signature Page to Stock Purchase Agreement (each a “Seller”).

Section. 1 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, Buyer shall purchase from each Seller, and each Seller shall sell to Buyer free and clear of all liens, claims and encumbrances, the number of shares of Laredo Petroleum Inc. Common Stock set forth on such Seller’s signature page (the “Subject Shares”), at a price per share equal to: (i) \$11.05 per share, *minus* (ii) dividends, if any, paid with respect to such share from and including the date of this Agreement, through and including the Closing Date.

Section. 2 Closing. The purchase and sale of the Subject Shares (the “Closing”) shall occur on the third business day following the date on which Buyer obtains approval under the Hart-Scott-Rodino Antitrust Improvement Act of 1976 (the “HSR Act”) for the acquisition of the Subject Shares (“HSR Approval”), or on such other date as Buyer and Sellers shall agree (the date of the Closing being the “Closing Date”). At the Closing, each Seller shall deliver (or cause to be delivered) to Buyer the Subject Shares free and clear of all liens, claims and encumbrances, and Buyer shall pay the purchase price by wire transfer of immediately available funds or offset against amounts due from such Seller to Buyer.

Section. 3 Regulatory Filings; Further Assurances. During the period from the date hereof through the Closing, each of the parties hereto shall make all filings required under applicable law in connection with the purchase and sale of the Subject Shares, including filings under the HSR Act. In addition, each party to this Agreement shall take such further action as is reasonably necessary or appropriate in order to confirm or carry out the provisions of this Agreement.

Section. 4 Termination. If the Closing has not occurred within three months of the date of this Agreement, Buyer may terminate this Agreement with respect to any Seller by written notice to such Seller, and any Seller may terminate this Agreement with respect to itself by written notice to Buyer.

Section. 5 Obligations of Sellers. The obligations of each Seller hereunder are several and not joint, and no Seller shall be liable for any breach of this Agreement by any other Seller.

Section. 6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, it being understood that all of the parties need not sign the same counterpart.

Section. 7 Governing Law. This Agreement, the legal relations among the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the laws of the State of New York applicable to agreements

made and to be performed entirely within the State of New York, without regard to the conflict of law provisions thereof that could result in the application of the laws of any other jurisdiction.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

WARBURG PINCUS PRIVATE EQUITY X O&G, L.P.

By: Warburg Pincus X, L.P., its General Partner
 By: Warburg Pincus X GP L.P., its General Partner
 By: WPP GP LLC, its General Partner
 By: Warburg Pincus Partners, L.P., its Managing Member
 By: Warburg Pincus Partners GP LLC, its General Partner
 By: Warburg Pincus & Co., its Managing Member

By: /s/ Steven G. Glenn
 Name: Steven G. Glenn
 Title: Partner

Signature Page to Stock Purchase Agreement

Seller Signature Page to Stock Purchase Agreement

WP ANTERO TOPCO, INC.

By: Warburg Pincus Private Equity X, L.P., its Sole Shareholder
By: Warburg Pincus X, L.P., its General Partner
By: Warburg Pincus X GP L.P., its General Partner
By: WPP GP LLC, its General Partner
By: Warburg Pincus Partners, L.P., its Managing Member
By: Warburg Pincus Partners GP LLC, its General Partner
By: Warburg Pincus & Co., its Managing Member

By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Partner

Number of Subject Shares: 6,900,452

Signature Page to Stock Purchase Agreement

Seller Signature Page to Stock Purchase Agreement

WARBURG PINCUS PRIVATE EQUITY (E&P) X-A, L.P.

By: Warburg Pincus (E&P) X, L.P., its General Partner
By: Warburg Pincus (E&P) X LLC, its General Partner
By: Warburg Pincus Partners (E&P) LLC, its Sole Member
By: Warburg Pincus & Company US, LLC, its Managing Member

By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

Number of Subject Shares: 6,900,452

Signature Page to Stock Purchase Agreement

Seller Signature Page to Stock Purchase Agreement

WARBURG PINCUS PRIVATE EQUITY (E&P) X, INC.

By: Warburg Pincus Private Equity (E&P) X-B, L.P., its Sole Shareholder
By: Warburg Pincus (E&P) X, L.P., its General Partner
By: Warburg Pincus (E&P) X LLC, its General Partner
By: Warburg Pincus Partners (E&P) LLC, its Sole Member
By: Warburg Pincus & Company US, LLC, its Managing Member

By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorized Signatory

Number of Subject Shares: 4,847,321

Signature Page to Stock Purchase Agreement

Seller Signature Page to Stock Purchase Agreement

WARBURG PINCUS (BERMUDA) PRIVATE EQUITY X, LLC

By: Warburg Pincus (Bermuda) Private Equity X, L.P., its Sole Member
By: Warburg Pincus (Bermuda) X, L.P., its General Partner
By: Warburg Pincus (Bermuda) X, Ltd., its General Partner
By: Warburg Pincus (Bermuda) Private Equity, Ltd., its Sole Shareholder

By: /s/ Steven G. Glenn
Name: Steven G. Glenn
Title: Authorised Signatory

Number of Subject Shares: 5,878,873

Signature Page to Stock Purchase Agreement
